



**CITY COUNCIL CLOSED & REGULAR SESSION
AGENDA**

**Beaumont Financing Authority
Beaumont Successor Agency (formerly RDA)
Beaumont Utility Authority
Beaumont Parking Authority
Beaumont Public Improvement Authority
Community Facilities Districts: 93-1, 2016-1, 2016-2, 2016-3, 2016-4 and 2019-1**

**Tuesday, December 5, 2023
Regular Meeting: 6:00 PM
550 E. Sixth Street, Beaumont, CA**

Materials related to an item on this agenda submitted to the City Council after distribution of the agenda packets are available for public inspection in the City Clerk's office at 550 E. 6th Street during normal business hours.

MEETING PARTICIPATION NOTICE

This meeting will be recorded for live streaming as well as open to public attendance. Please use the following link during the meeting for live stream access: beaumontca.gov/livestream

Public comments will be accepted using the following options.

1. Written comments will be accepted via email and will be read aloud during the corresponding item of the meeting. Public comments shall not exceed three (3) minutes unless otherwise authorized by City Council. Comments can be submitted anytime prior to the meeting as well as during the meeting up until the end of the corresponding item. Please submit your comments to: nicolew@beaumontca.gov with "Public Comment" in the subject line.
2. Phone-in comments will be accepted by joining a conference line prior to the corresponding item of the meeting. Public comments shall not exceed three (3) minutes unless otherwise authorized by City Council. Please use the following phone number to join the call **(951) 922 - 4845**.
3. In-person comments are accepted by notifying the City Clerk using a provided Request to Speak Form prior to the start of the Public Comment Period. Public comments shall not exceed three (3) minutes unless otherwise authorized by City Council.

In compliance with the American Disabilities Act, if you require special assistance to participate in this meeting, please contact the City Clerk's office using the above email or call **(951) 572 - 3196**. Notification 48 hours prior to a meeting will ensure the best reasonable accommodation.

REGULAR SESSION

A. CALL TO ORDER

Action of any Requests for Excused Absence
 Invocation
 Pledge of Allegiance
 Adjustments to the Agenda
 Conflict of Interest Disclosure

B. ANNOUNCEMENTS / RECOGNITION / PROCLAMATIONS / CORRESPONDENCE

C. PUBLIC COMMENT PERIOD (ITEMS NOT ON THE AGENDA)

Any one person may address the City Council on any matter not on this agenda. If you wish to speak, please fill out a "Public Comment Form" provided at the back table and give it to the City Clerk. There is a three (3) minute time limit on public comments. There will be no sharing or passing of time to another person. State Law prohibits the City Council from discussing or taking actions brought up by your comments.

D. CONSENT CALENDAR

Items on the consent calendar are taken as one action item unless an item is pulled for further discussion here or at the end of action items. Approval of all Ordinances and Resolutions to be read by title only.

D.1	Ratification of Warrants	6
	Recommended Action: Ratify Warrants dated: November 16, 2023 November 22, 2023	
D.2	Approval of Minutes	42
	Recommended Action: Approve Minutes dated November 21, 2023.	
D.3	Authorize City Manager to Sign Assignment Consent Letter for Public Trust Advisors, LLC Ownership Structure Change	52
	Authorize the City Manager to sign an Assignment Consent Letter to consent to the City's Investment Advisors, Public Trust, LLC, to changing a portion of their ownership structure.	
	Recommended Action: Authorize the City Manager to sign Assignment Consent Letter for Public Trust Advisors, LLC ownership structure change.	
D.4	Annual Compliance Report for AB 1600 Development Impact Fees	58
	Receive and file the Annual Compliance Report.	
	Recommended Action: Receive and file the AB 1600 report on development impact fee activity	

that occurred during the period of July 1, 2022, through June 30, 2023.

D.5 Edward Byrne Memorial Justice Assistance Grant Program Fiscal Year 2023 Interlocal Agreement 104

Request to approve an interlocal agreement with the Riverside County Sheriff's Department to receive grant funding to purchase force options and de-escalation training equipment.

Recommended Action:

Authorize the City Manager to enter into an interlocal agency agreement between the Riverside County Sheriff's Department and the City of Beaumont to accept JAG funds for FY 2023.

D.6 Fiscal Year 2022-2023 Health and Safety Code (HSC) 13146.4 Annual Inspection Report 164

Annual Inspection Report of Certain Occupancies Pursuant to Sections HSC 13146.2 and 13146.3, mandated inspections.

Recommended Action:

Receive and file.

E. YOUTH COUNCIL REPORT

Beaumont Youth Council Report Out and City Council Direction

F. PUBLIC HEARINGS

Approval of all Ordinances and Resolutions to be read by title only.

F.1 Public Hearing to Award of Fiscal Year 2024-25 Community Development Block Grant (CDBG) Funds 170

Annual review of applications and award of CDBG funding for the upcoming fiscal year.

Recommended Action:

Hold a public hearing; and

Approve and authorize staff to submit a CDBG application for the City of Beaumont Pedestrian Safety Project and give authority to the City Manager to reduce or increase the amount funded to the projects based on the final amount of funding available to the City of Beaumont; and

Approve and authorize staff to submit a CDBG application for the Boys & Girls Club of the San Geronio Pass program request in the amount of \$25,000 subject to the conditions of the CDBG program as provided by Riverside County EDA.

G. ACTION ITEMS

Approval of all Ordinances and Resolutions to be read by title only.

G.1 Funding Agreement for the property located at 516 California Avenue Consideration of a Funding Agreement with Riverside County for the property located at 516 California Avenue (APN 418-091-012). 352

Recommended Action:

Approve the Funding Agreement with Riverside County.

G.2 Discussion and Direction on the Fiscal Year 2024-2025 Strategic Plan 384
Make adjustments to the strategic plan as part of the Fiscal Year 2024-2025 budget process.

Recommended Action:

Adopt in concept the changes discussed; and

Direct staff to prepare action plans and bring final Strategic Plan document back to Council for final adoption in January 2024.

G.3 FY 2024-2025 Budget Timeline 436
Review and provide direction on proposed FY 2024-2025 budget timeline.

Recommended Action:

Receive and file.

G.4 Fourth Amendment to the Professional Services Agreement with Moffatt & Nichols for the Pennsylvania Avenue Grade Separation Project (CIP 2017-012) 439

Approve a fourth amendment to the Professional Services Agreement with Moffatt & Nichol for the Pennsylvania Avenue Grade Separation project; reduce the contract amount to \$450,845.32; and extend the contract term for one additional year.

Recommended Action:

Approve a fourth amendment to the Professional Services Agreement with Moffatt & Nichol for the Pennsylvania Avenue Grade Separation project; reduce the contract amount to \$450,845.32; and extend the contract term for one additional year.

H. LEGISLATIVE UPDATES AND DISCUSSION

I. ECONOMIC DEVELOPMENT UPDATE

Economic Development Committee Report Out and City Council Direction

J. CITY TREASURER REPORT

Finance and Audit Committee Report Out and City Council Direction

K. CITY CLERK REPORT

L. CITY ATTORNEY REPORT

M. CITY MANAGER REPORT

N. FUTURE AGENDA ITEMS

- Assessment for the need for additional community center(s) (Future)
- Annexation Agreement with the County (Future)
- Marketing of Downtown Renovation on Billboards (January)
- Level of Service Standards for Traffic Levels (January)
- Standards for Underground Utility Requirements (December)
- City Market Night (January)

O. COUNCIL REPORTS

White

Voigt

Lara

Fenn

Martinez

P. ADJOURNMENT

The next regular meeting of the Beaumont City Council, Beaumont Financing Authority, the Beaumont Successor Agency (formerly RDA), the Beaumont Utility Authority, the Beaumont Parking Authority and the Beaumont Public Improvement Agency is scheduled for Tuesday December 19, 2023, at 6:00 p.m. unless otherwise posted.



WARRANTS TO BE RATIFIED

Thursday, November 16, 2023

Wells Fargo

Printed Checks	111954-111966	\$ 1,206,597.72	FY 23/24
NvoicePay	APA006343-APA006415	\$ 854,439.66	FY 23/24
ACH	752-755	\$ 343,693.04	FY 23/24
	A/P Total	<u>\$ 2,404,730.42</u>	
Wire Transfer	HCN Bank	\$ 2,500,000.00	Transfer to Payroll Account
Bank Drafts	Matrix Trust Co.	\$ 29,677.29	457 Payroll 11/03/2023
		\$ 2,283.95	401A Payroll 11/03/2023
		\$ 797.14	FICA Payroll 11/03/2023
	Guardian Life	\$ 28,147.81	Employee Life Insurance Nov. 2023

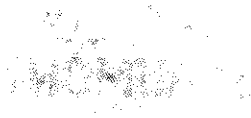
I DO HEREBY CERTIFY THIS WARRANT LIST HAS BEEN COMPILED AND PREPARED TO MEET THE DAILY OPERATIONS FOR THE FISCAL YEAR JULY 1, 2023 - JUNE 30, 2024

SIGNATURE: _____
TITLE: CITY TREASURER

SIGNATURE: _____
TITLE: FINANCE DIRECTOR

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City of Beaumont, CA

Check Report

By Check Number

Date Range: 11/10/2023 - 11/17/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payable Amount	Number
2540	WESTERN RIVERSIDE COUNTY REGIONAL CONS	11/17/2023	EFT	0.00	114,372.00	754
<u>OCTOBER 2023</u>	Invoice	11/16/2023	MSHCP FEES	0.00	114,372.00	
	<u>570-0000-2005-0000</u>		DUE TO WRCRCA (MSHCP)		114,372.00	
3101	WRCOG	11/17/2023	EFT	0.00	222,288.00	755
<u>OCTOBER 2023</u>	Invoice	11/16/2023	TUMF FEES	0.00	222,288.00	
	<u>570-0000-2010-0000</u>		DUE TO WRCOG (TUMF)		222,288.00	
4744	KEMCORP CONSTRUCTION, INC	11/16/2023	Regular	0.00	943,244.46	111956
<u>APPLICATION 15</u>	Invoice	11/16/2023	Fire Station 106 Construction	0.00	943,244.46	
	<u>500-0000-8030-0000</u>		INFRASTRUCTURE IMPRO		943,244.46	
4823	TOM BELL INC	11/16/2023	Regular	0.00	32,862.80	111957
<u>11/02/23</u>	Invoice	11/16/2023	CSO vehicle (#2 of 2)	0.00	32,862.80	
	<u>100-2050-8060-0000</u>		VEHICLES		32,862.80	
1147	BEAUMONT CHERRY VALLEY WATER DIST.	11/17/2023	Regular	0.00	59,288.12	111958

Check Report

Date Range: 11/10/2023 - 11/17/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>11/22/23</u>	Invoice	11/16/2023	WATER UTILITY	0.00	59,288.12	
	<u>100-3250-7010-0000</u>	UTILITIES	WATER UTILITY		6,412.86	
	<u>100-3250-7010-007A</u>	UTILITIES (IA 7A)	WATER UTILITY		1,502.71	
	<u>100-3250-7010-007B</u>	UTILITIES (IA 7B)	WATER UTILITY		184.88	
	<u>100-3250-7010-008A</u>	UTILITIES (IA 8A)	WATER UTILITY		202.78	
	<u>100-3250-7010-008B</u>	UTILITIES (IA 8B)	WATER UTILITY		419.66	
	<u>100-3250-7010-010A</u>	UTILITIES (IA 10)	WATER UTILITY		445.85	
	<u>100-3250-7010-012A</u>	UTILITIES (IA 12)	WATER UTILITY		238.39	
	<u>100-3250-7010-014B</u>	UTILITIES (IA 14B)	WATER UTILITY		1,064.01	
	<u>100-3250-7010-014X</u>	UTILITIES (IA 14)	WATER UTILITY		5,055.55	
	<u>100-3250-7010-015X</u>	UTILITIES (IA 15)	WATER UTILITY		1,041.69	
	<u>100-3250-7010-016X</u>	UTILITIES (IA 16)	WATER UTILITY		635.26	
	<u>100-3250-7010-018X</u>	UTILITIES (IA 18)	WATER UTILITY		498.06	
	<u>100-3250-7010-019A</u>	UTILITIES (IA 19A)	WATER UTILITY		1,027.26	
	<u>100-3250-7010-019C</u>	UTILITIES (IA 19C)	WATER UTILITY		96.13	
	<u>100-3250-7010-06A1</u>	UTILITIES (IA 6A1)	WATER UTILITY		2,883.59	
	<u>100-6000-7010-6025</u>	UTILITIES - CITY HALL	WATER UTILITY		2,902.16	
	<u>100-6000-7010-6031</u>	UTILITIES - CITY HALL BLD	WATER UTILITY		535.36	
	<u>100-6000-7010-6032</u>	UTILITIES - CITY HALL BLD	WATER UTILITY		465.20	
	<u>100-6000-7010-6040</u>	UTILITIES - POLICE DEPT	WATER UTILITY		512.74	
	<u>100-6000-7010-6041</u>	UTILITIES - POLICE ANNEX	WATER UTILITY		389.70	
	<u>100-6000-7010-6045</u>	UTILITIES - COMMUNITY	WATER UTILITY		850.34	
	<u>100-6000-7010-6055</u>	UTILITIES - FIRE STATION	WATER UTILITY		226.27	
	<u>100-6000-7010-6070</u>	UTILITIES - 500 GRACE AV	WATER UTILITY		241.45	
	<u>100-6050-7010-0000</u>	UTILITIES	WATER UTILITY		961.25	
	<u>100-6050-7010-003X</u>	UTILITIES IA 3	WATER UTILITY		2,929.59	
	<u>100-6050-7010-007A</u>	UTILITIES IA 7A	WATER UTILITY		59.93	
	<u>100-6050-7010-008A</u>	UTILITIES IA 8A (SUNDAN	WATER UTILITY		5,751.22	
	<u>100-6050-7010-008C</u>	UTILITIES IA 8C	WATER UTILITY		33.73	
	<u>100-6050-7010-008D</u>	UTILITIES IA 8D	WATER UTILITY		307.67	
	<u>100-6050-7010-008E</u>	UTILITIES IA 8E	WATER UTILITY		91.36	
	<u>100-6050-7010-014A</u>	UTILITIES IA 14A (OAK VA	WATER UTILITY		383.62	
	<u>100-6050-7010-014B</u>	UTILITIES IA 14B	WATER UTILITY		1,922.36	
	<u>100-6050-7010-017A</u>	UTILITIES IA 17A (TOURN	WATER UTILITY		1,242.96	
	<u>100-6050-7010-018X</u>	UTILITIES IA 18	WATER UTILITY		125.09	
	<u>100-6050-7010-019C</u>	UTILITIES IA 19C	WATER UTILITY		372.55	
	<u>100-6050-7010-020X</u>	UTILITIES IA 20	WATER UTILITY		583.24	
	<u>100-6050-7010-06A1</u>	UTILITIES IA 6A1	WATER UTILITY		454.80	
	<u>100-6050-7010-1601</u>	UTILITIES IA 1601	WATER UTILITY		1,581.67	
	<u>100-6050-7010-5050</u>	UTILITIES, PARK (DEFORG	WATER UTILITY		371.08	
	<u>100-6050-7010-5200</u>	UTILITIES, PARK (PALMER)	WATER UTILITY		18.02	
	<u>100-6050-7010-5250</u>	UTILITIES, PARK (RANGEL)	WATER UTILITY		746.78	
	<u>100-6050-7010-5350</u>	UTILITIES, PARK (SHADO	WATER UTILITY		33.73	
	<u>100-6050-7010-5400</u>	UTILITIES, PARK (SPORTS	WATER UTILITY		4,939.77	
	<u>100-6050-7010-5450</u>	UTILITIES, PARK (STETSON	WATER UTILITY		2,926.72	
	<u>100-6050-7010-5500</u>	UTILITIES, PARK (STEWAR	WATER UTILITY		4,054.43	
	<u>100-6050-7010-5600</u>	UTILITIES, PARK (TREVINO	WATER UTILITY		18.02	
	<u>100-6050-7010-5650</u>	UTILITIES, PARK (VETERA	WATER UTILITY		91.52	
	<u>100-6050-7010-5700</u>	UTILITIES, PARK (WILD FL	WATER UTILITY		1,132.61	
	<u>700-4050-7010-0000</u>	UTILITIES	WATER UTILITY		242.93	
	<u>700-4050-7010-019C</u>	UTILITIES (IA 19C)	WATER UTILITY		18.02	
	<u>750-7300-7010-0000</u>	UTILITIES	WATER UTILITY		61.55	
	Void	11/17/2023	Regular	0.00	0.00	111959
	Void	11/17/2023	Regular	0.00	0.00	111960
	Void	11/17/2023	Regular	0.00	0.00	111961
5003	KEVIN LEE	11/17/2023	Regular	0.00	277.61	111962

Check Report

Vendor Number	Vendor Name	Post Date	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Account Number	Payable Description	Account Name	Item Description	Distribution Amount	
<u>11/08/23</u>	Invoice	700-4050-7066-0000	11/16/2023	RIEMBURSMNT FOR OUT OF POCKET TR	TRAVEL, EDUCATION, TRA	0.00	181.67
<u>11/13/23</u>	Invoice	700-4050-7070-0000	11/16/2023	RIEMBURSMNT - OUT OF POCKET COST	RIEMBURSMNT - OUT OF POC	0.00	95.94
2311	SOUTHERN CALIFORNIA EDISON		11/17/2023	Regular	0.00	122,584.84	111963
Payable #	Payable Type	Account Number	Post Date	Payable Description	Account Name	Item Description	Distribution Amount
<u>11/16/23</u>	Invoice		11/16/2023	ELECTRIC UTILITY			0.00
		<u>100-3250-7010-0000</u>		UTILITIES		ELECTRIC UTILITY	14,350.67
		<u>100-3250-7010-003X</u>		UTILITIES (IA 3)		ELECTRIC UTILITY	3,705.20
		<u>100-3250-7010-004X</u>		UTILITIES (IA 4)		ELECTRIC UTILITY	174.28
		<u>100-3250-7010-006B</u>		UTILITIES (IA 6B)		ELECTRIC UTILITY	3,633.78
		<u>100-3250-7010-007A</u>		UTILITIES (IA 7A)		ELECTRIC UTILITY	13.98
		<u>100-3250-7010-007B</u>		UTILITIES (IA 7B)		ELECTRIC UTILITY	36.02
		<u>100-3250-7010-008A</u>		UTILITIES (IA 8A)		ELECTRIC UTILITY	833.93
		<u>100-3250-7010-008C</u>		UTILITIES (IA 8C)		ELECTRIC UTILITY	756.51
		<u>100-3250-7010-011A</u>		UTILITIES (IA 11A)		ELECTRIC UTILITY	186.33
		<u>100-3250-7010-014B</u>		UTILITIES (IA 14B)		ELECTRIC UTILITY	46.84
		<u>100-3250-7010-014X</u>		UTILITIES (IA 14)		ELECTRIC UTILITY	2,240.02
		<u>100-3250-7010-018X</u>		UTILITIES (IA 18)		ELECTRIC UTILITY	237.71
		<u>100-3250-7010-019C</u>		UTILITIES (IA 19C)		ELECTRIC UTILITY	5,343.80
		<u>100-3250-7010-06A1</u>		UTILITIES (IA 6A1)		ELECTRIC UTILITY	1,273.78
		<u>100-6000-7010-6041</u>		UTILITIES - POLICE ANNEX		ELECTRIC UTILITY	445.48
		<u>100-6000-7010-6045</u>		UTILITIES - COMMUNITY		ELECTRIC UTILITY	4,680.54
		<u>100-6000-7010-6061</u>		UTILITIES - 252 W. 4TH ST.		ELECTRIC UTILITY	1,050.56
		<u>100-6000-7010-6070</u>		UTILITIES - 500 GRACE AV		ELECTRIC UTILITY	381.35
		<u>100-6050-7010-0000</u>		UTILITIES		ELECTRIC UTILITY	296.17
		<u>100-6050-7010-5250</u>		UTILITIES, PARK (RANGEL)		ELECTRIC UTILITY	214.81
		<u>700-4050-7010-0000</u>		UTILITIES		ELECTRIC UTILITY	82,063.21
		<u>700-4050-7010-6061</u>		UTILITIES - 252 W. 4TH ST.		ELECTRIC UTILITY	175.16
		<u>750-7300-7010-0000</u>		UTILITIES		ELECTRIC UTILITY	444.71
	Void		11/17/2023	Regular		0.00	0.00
4629	STEPHEN BRONSTRUP		11/17/2023	Regular		0.00	185.00
Payable #	Payable Type	Account Number	Post Date	Payable Description	Account Name	Item Description	Distribution Amount
<u>11/6/23-11/8/23</u>	Invoice	100-2050-7066-0000	11/16/2023	PER DIEM FOR CA TRAFFIC SAFETY SUMM			0.00
				TRAVEL, EDUCATION, TRA		PER DIEM FOR CA TRAFFIC SAFE	185.00
2407	THE GAS COMPANY		11/17/2023	Regular		0.00	42,024.96
Payable #	Payable Type	Account Number	Post Date	Payable Description	Account Name	Item Description	Distribution Amount
<u>11/14/23</u>	Invoice	100-0000-4075-0000	11/16/2023	REFUND- DUPLICATE PAYMT FOR DEC202			0.00
				UTILITY USERS TAX		REFUND- DUPLICATE PAYMT FO	42,024.96
1004	A-1 AUTO ELECTRIC		11/17/2023	Virtual Payment		0.00	55.92
Payable #	Payable Type	Account Number	Post Date	Payable Description	Account Name	Item Description	Distribution Amount
<u>136969</u>	Invoice	750-7600-7037-0000	11/16/2023	VEHICLE MAINTENANCE			0.00
				VEHICLE MAINTENANCE		VEHICLE MAINTENANCE	55.92
5144	ADLERHORST INTERNATIONAL LLC		11/17/2023	Virtual Payment		0.00	350.00
Payable #	Payable Type	Account Number	Post Date	Payable Description	Account Name	Item Description	Distribution Amount
<u>109793</u>	Invoice	100-2050-7066-0000	11/16/2023	ADVANCE AGITATOR CLASS 4/3/23-4/5/23			0.00
				TRAVEL, EDUCATION, TRA		ADVANCE AGITATOR CLASS 4/3/	350.00

Check Report

Date Range: 11/10/2023 - 11/17/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
1042	ALL PURPOSE RENTALS	11/17/2023	Virtual Payment	0.00	363.21	APA006345
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>55254</u>	Invoice	11/16/2023	EQUIPMENT RENTAL	0.00	363.21	
	<u>100-3250-7075-0000</u>		EQUIPMENT LEASING/RE		363.21	
			EQUIPMENT RENTAL			
1050	AMAZON CAPITAL SERVICES	11/17/2023	Virtual Payment	0.00	1,428.27	APA006346
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>11NG-QGWW-414</u>	Invoice	11/16/2023	OFFICE SUPPLIES	0.00	31.22	
	<u>100-2050-7025-0000</u>		OFFICE SUPPLIES		31.22	
<u>1391-YXNM-HC4L</u>	Invoice	11/16/2023	OFFICE SUPPLIES	0.00	275.10	
	<u>100-2050-7025-0000</u>		OFFICE SUPPLIES		275.10	
<u>14HQ-LTQ1-3JHN</u>	Invoice	11/16/2023	OFFICE SUPPLIES	0.00	57.10	
	<u>100-2050-7025-0000</u>		OFFICE SUPPLIES		57.10	
<u>16PH-174K-1N6G</u>	Invoice	11/16/2023	OFFICE SUPPLIES	0.00	74.22	
	<u>100-2050-7025-0000</u>		OFFICE SUPPLIES		74.22	
<u>16TH-P334-V7FQ</u>	Invoice	11/16/2023	OFFICE SUPPLIES	0.00	9.69	
	<u>100-1240-7025-0000</u>		OFFICE SUPPLIES		9.69	
<u>16VH-3L6L-1WVR</u>	Invoice	11/16/2023	OFFICE SUPPLIES	0.00	40.72	
	<u>100-2050-7025-0000</u>		OFFICE SUPPLIES		40.72	
<u>16YY-137V-JJDT</u>	Invoice	11/16/2023	CONTRACTUAL SERVICE	0.00	26.60	
	<u>100-1150-7068-0000</u>		CONTRACTUAL SERVICES		26.60	
<u>1CTM-69TC-RT1</u>	Invoice	11/16/2023	EQUIPMENT SUPPLIES/MAINT	0.00	85.95	
	<u>750-7300-7090-0000</u>		EQUIPMENT SUPPLIES/M		85.95	
<u>1DM3-MYXV-14L</u>	Invoice	11/16/2023	OFFICE SUPPLIES	0.00	61.40	
	<u>100-2050-7025-0000</u>		OFFICE SUPPLIES		61.40	
<u>1DTH-GKYK-9FJD</u>	Invoice	11/16/2023	OFFICE SUPPLIES	0.00	42.65	
	<u>100-2050-7025-0000</u>		OFFICE SUPPLIES		42.65	
<u>1G4K-XYPD-LJ9J</u>	Invoice	11/16/2023	OFFICE SUPPLIES	0.00	7.12	
	<u>100-2050-7025-0000</u>		OFFICE SUPPLIES		7.12	
<u>1G9C-369X-JF7V</u>	Invoice	11/16/2023	OFFICE SUPPLIES	0.00	14.47	
	<u>100-2050-7025-0000</u>		OFFICE SUPPLIES		14.47	
<u>1K66-RRLK-1N7C</u>	Invoice	11/16/2023	CONTRACTUAL SERVICE	0.00	183.16	
	<u>100-1150-7068-0000</u>		CONTRACTUAL SERVICES		183.16	
<u>1MQ9-1HFD-76X</u>	Invoice	11/16/2023	DEPT SUPPLIES	0.00	178.44	
	<u>750-7400-7070-0000</u>		SPECIAL DEPT SUPPLIES		118.96	
	<u>750-7600-7070-0000</u>		SPECIAL DEPT SUPPLIES		59.48	
<u>1PW6-MCCV-33D</u>	Invoice	11/16/2023	OFFICE SUPPLIES	0.00	193.93	
	<u>100-2050-7025-0000</u>		OFFICE SUPPLIES		193.93	
<u>1Q3K-LHH1-9MP</u>	Invoice	11/16/2023	VEHICLE MAINTENANCE	0.00	146.50	
	<u>750-7600-7037-0000</u>		VEHICLE MAINTENANCE		146.50	
3831	ANIMAL PEST MANAGEMENT SERVICES, INC	11/17/2023	Virtual Payment	0.00	227.50	APA006347
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>549950</u>	Invoice	11/16/2023	CONTRACTUAL SERVICE	0.00	227.50	
	<u>700-4051-7068-0000</u>		CONTRACTUAL SERVICES		227.50	
			CONTRACTUAL SERVICE			
1080	ARAMARK	11/17/2023	Virtual Payment	0.00	86.19	APA006348
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>7666928</u>	Invoice	11/16/2023	OFFICE SUPPLIES	0.00	86.19	
	<u>100-2050-7025-0000</u>		OFFICE SUPPLIES		86.19	
5075	ARMOR RESEARCH COMPANY	11/17/2023	Virtual Payment	0.00	5,505.35	APA006349

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
1253	Invoice	11/16/2023	Police Shields	0.00	5,505.35	
	<u>100-2050-7070-0000</u>		SPECIAL DEPT SUPPLIES		5,505.35	
1100	AUTOZONE	11/17/2023	Virtual Payment	0.00	9.06	APA006350
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
2882671889	Invoice	11/16/2023	VEHICLE MAINTENANCE	0.00	9.06	
	<u>750-7100-7037-0000</u>		VEHICLE MAINTENANCE		9.06	
3820	AXON ENTERPRISE, INC	11/17/2023	Virtual Payment	0.00	23,274.00	APA006351
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INUS191617	Invoice	11/16/2023	Taser 7 and Accessories Payment Plan	0.00	7,758.00	
	<u>100-2050-7070-0000</u>		SPECIAL DEPT SUPPLIES		7,758.00	
INUS200486	Invoice	11/16/2023	Taser 7 and Accessories Payment Plan	0.00	15,516.00	
	<u>100-2050-7070-0000</u>		SPECIAL DEPT SUPPLIES		15,516.00	
1005	A-Z BUS SALES, INC.	11/17/2023	Virtual Payment	0.00	745.11	APA006352
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INVCOL17790	Invoice	11/16/2023	VEHICLE MAINTENANCE	0.00	711.16	
	<u>750-7400-7037-0000</u>		VEHICLE MAINTENANCE		711.16	
INVCOL17896	Invoice	11/16/2023	VEHICLE MAINTENANCE	0.00	33.95	
	<u>750-7300-7037-0000</u>		VEHICLE MAINTENANCE		33.95	
1132	BEAUMONT INDOOR SHOOTING RANGE	11/17/2023	Virtual Payment	0.00	500.00	APA006353
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
10/23/23	Invoice	11/16/2023	TRAINING	0.00	500.00	
	<u>100-2050-7066-0000</u>		TRAVEL, EDUCATION, TRA		500.00	
1140	BEAUMONT SAFE & LOCK	11/17/2023	Virtual Payment	0.00	575.13	APA006354
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
76023	Invoice	11/16/2023	BUILDING SUPPLIES/ MAINT	0.00	570.84	
	<u>100-2050-7085-0000</u>		BUILDING SUPPLIES/MAI		570.84	
76126	Invoice	11/16/2023	DEPT SUPPLIES	0.00	4.29	
	<u>100-2050-7070-0000</u>		SPECIAL DEPT SUPPLIES		4.29	
1161	BIO-TOX LABORATORIES	11/17/2023	Virtual Payment	0.00	4,227.00	APA006355
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
44423	Invoice	11/16/2023	Bio-Tox Blood Draw Analysis	0.00	1,476.00	
	<u>100-2050-7068-0000</u>		CONTRACTUAL SERVICES		1,476.00	
44958	Invoice	11/16/2023	Bio-Tox Blood Draw Analysis	0.00	559.00	
	<u>100-2050-7068-0000</u>		CONTRACTUAL SERVICES		559.00	
44959	Invoice	11/16/2023	Bio-Tox Blood Draw Analysis	0.00	1,715.00	
	<u>100-2050-7068-0000</u>		CONTRACTUAL SERVICES		1,715.00	
45058	Invoice	11/16/2023	Bio-Tox Blood Draw Analysis	0.00	477.00	
	<u>100-2050-7068-0000</u>		CONTRACTUAL SERVICES		477.00	
1208	CALIFORNIA PEACE OFFICERS ASSOCIATION	11/17/2023	Virtual Payment	0.00	1,150.00	APA006356
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
402230	Invoice	11/16/2023	DUES/ SUBSCRIPTIONS - ANNUAL MEMBE	0.00	1,150.00	
	<u>100-2050-7030-0000</u>		DUES & SUBSCRIPTIONS		1,150.00	

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Date Range: 11/10/2023 - 11/17/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
1242	CED	11/17/2023	Virtual Payment	0.00	374.43	APA006357
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>0954-1023609</u>	Invoice	11/16/2023	DEPT SUPPLIES	0.00	374.43	
	<u>100-3250-7070-0000</u>		SPECIAL DEPT SUPPLIES		374.43	
1285	CITY OF BANNING	11/17/2023	Virtual Payment	0.00	633.36	APA006358
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>10192023-03</u>	Invoice	11/16/2023	SHARED TRAFFIC SIGNALS	0.00	633.36	
	<u>100-3250-7010-0000</u>		UTILITIES		633.36	
1287	CITY OF CALIMESA	11/17/2023	Virtual Payment	0.00	4,400.00	APA006359
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>OCTOBER 2023</u>	Invoice	11/16/2023	PERMIT AGREEMENT FEES	0.00	4,400.00	
	<u>100-0000-2230-0000</u>		DEVELOPMENT FEE - DUE		4,400.00	
1299	CLEAN TECH ENVIRONMENTAL	11/17/2023	Virtual Payment	0.00	180.00	APA006360
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>764532</u>	Invoice	11/16/2023	VEHICLE MAINTENANCE	0.00	180.00	
	<u>750-7300-7037-0000</u>		VEHICLE MAINTENANCE		180.00	
4116	COZAD & FOX, INC	11/17/2023	Virtual Payment	0.00	1,206.85	APA006361
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>18570</u>	Invoice	11/16/2023	2nd Street Professional Engineering Servi	0.00	1,206.85	
	<u>500-0000-8990-0000</u>		CAPITAL OUTLAY		1,206.85	
1340	CPS HR CONSULTING	11/17/2023	Virtual Payment	0.00	11.00	APA006362
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>TR-INV003242</u>	Invoice	11/16/2023	HIRING COST	0.00	11.00	
	<u>100-1240-6050-0000</u>		RECRUITMENT AND HIRI		11.00	
3601	CRAFCO, INC	11/17/2023	Virtual Payment	0.00	1,104.66	APA006363
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>9403055851</u>	Invoice	11/16/2023	STREETS - Special Dept Supplies	0.00	1,104.66	
	<u>100-3250-7070-0000</u>		SPECIAL DEPT SUPPLIES		1,104.66	
2634	CUMMINS SALES AND SERVICE	11/17/2023	Virtual Payment	0.00	122.49	APA006364
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>X2-56378</u>	Invoice	11/16/2023	VEHICLE MAINTENANCE	0.00	122.49	
	<u>750-8200-7037-0000</u>		VEHICLE MAINTENANCE		122.49	
1376	DAVID TURCH AND ASSOCIATES	11/17/2023	Virtual Payment	0.00	7,250.00	APA006365
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>OCT 1-31</u>	Invoice	11/16/2023	FY 23/24 Federal Lobbying Services	0.00	7,250.00	
	<u>100-1200-7068-0000</u>		CONTRACTUAL SERVICES		7,250.00	
1391	DEKRA-LITE IND.,INC.	11/17/2023	Virtual Payment	0.00	43,604.05	APA006366
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>SO069494</u>	Invoice	11/16/2023	Holiday Light Decorations	0.00	43,604.05	
	<u>100-1550-7090-0000</u>		EQUIP SUPPLIES/MAINT		43,604.05	
1424	DIRECTV	11/17/2023	Virtual Payment	0.00	235.98	APA006367

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>045085274X2311</u>	Invoice	11/16/2023	UTILITY - DIRECTV	0.00	147.99	
	<u>100-6000-7010-6040</u>		UTILITIES - POLICE DEPT		147.99	
<u>063515264X2311</u>	Invoice	11/16/2023	UTILITY - DIRECTV	0.00	87.99	
	<u>100-6000-7010-6041</u>		UTILITIES - POLICE ANNEX		87.99	
4359	DOT PHYSICALS ON THE GO	11/17/2023	Virtual Payment	0.00	100.00	APA006368
<u>014</u>	Invoice	11/16/2023	EMPLOYEE MEDICAL SERVICE	0.00	100.00	
	<u>750-7300-6019-0000</u>		FIRST AID		100.00	
1479	ENTENMANN-ROVIN CO	11/17/2023	Virtual Payment	0.00	258.36	APA006369
<u>0177496-IN</u>	Invoice	11/16/2023	UNIFORMS	0.00	258.36	
	<u>100-2050-7065-0000</u>		CITY UNIFORMS		258.36	
1501	FAIRVIEW FORD	11/17/2023	Virtual Payment	0.00	570.17	APA006370
<u>036189</u>	Invoice	11/16/2023	VEHICLE MAINTENANCE	0.00	62.32	
	<u>750-7600-7037-0000</u>		VEHICLE MAINTENANCE		62.32	
<u>037063</u>	Invoice	11/16/2023	VEHICLE MAINTENANCE	0.00	99.18	
	<u>100-2050-7037-0000</u>		VEHICLE MAINTENANCE		99.18	
<u>037075</u>	Invoice	11/16/2023	VEHICLE MAINTENANCE	0.00	131.16	
	<u>100-2050-7037-0000</u>		VEHICLE MAINTENANCE		131.16	
<u>040499</u>	Invoice	11/16/2023	VEHICLE MAINTENANCE	0.00	287.10	
	<u>100-2050-7037-0000</u>		VEHICLE MAINTENANCE		287.10	
<u>040815</u>	Invoice	11/16/2023	VEHICLE MAINTENANCE	0.00	147.14	
	<u>100-2050-7037-0000</u>		VEHICLE MAINTENANCE		147.14	
<u>040870</u>	Invoice	11/16/2023	VEHICLE MAINTENANCE	0.00	35.30	
	<u>100-2050-7037-0000</u>		VEHICLE MAINTENANCE		35.30	
<u>041695</u>	Invoice	11/16/2023	VEHICLE MAINTENANCE	0.00	52.66	
	<u>750-8300-7037-0000</u>		VEHICLE MAINTENANCE		52.66	
<u>042162</u>	Credit Memo	11/16/2023	VEHICLE MAINTENANCE	0.00	-244.69	
	<u>750-8300-7037-0000</u>		VEHICLE MAINTENANCE		-244.69	
1518	FLYERS ENERGY	11/17/2023	Virtual Payment	0.00	2,889.07	APA006371
<u>CFS-3610801</u>	Invoice	11/16/2023	FUEL EXPENSE	0.00	1,044.23	
	<u>750-7600-7050-0000</u>		FUEL		63.80	
	<u>750-7800-7050-0000</u>		FUEL		583.49	
	<u>750-7900-7050-0000</u>		FUEL		396.94	
<u>CFS-3629969</u>	Invoice	11/16/2023	FUEL EXPENSE	0.00	1,844.84	
	<u>750-7600-7050-0000</u>		FUEL		526.37	
	<u>750-7800-7050-0000</u>		FUEL		503.40	
	<u>750-7900-7050-0000</u>		FUEL		279.23	
	<u>750-8300-7050-0000</u>		FUEL		535.84	
4451	FOXSTER OPCO, LLC	11/17/2023	Virtual Payment	0.00	4,820.40	APA006372
<u>CINV-042276</u>	Invoice	11/16/2023	SOFTWARE	0.00	4,820.40	
	<u>750-7100-7071-0000</u>		SOFTWARE		4,820.40	

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Date Range: 11/10/2023 - 11/17/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
1533	FRONTIER COMMUNICATIONS	11/17/2023	Virtual Payment	0.00	1,905.39	APA006373
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>951-197-0245-04</u>	Invoice	11/16/2023	PHONE UTILITY	0.00	1,190.00	
	<u>750-7300-7015-0000</u>		TELEPHONE		1,190.00	
<u>951-197-0624-08</u>	Invoice	11/16/2023	PHONE UTILITY	0.00	254.91	
	<u>100-1230-7015-6040</u>		TELEPHONE (POLICE DPT)		254.91	
<u>951-197-0863-06</u>	Invoice	11/16/2023	PHONE UTILITY	0.00	338.76	
	<u>700-4050-7015-0000</u>		TELEPHONE		338.76	
<u>951-769-6032-08</u>	Invoice	11/16/2023	PHONE UTILITY	0.00	68.49	
	<u>100-1230-7015-5400</u>		TELEPHONE - SPORTS PAR		68.49	
<u>951-769-8533-09</u>	Invoice	11/16/2023	PHONE UTILITY	0.00	53.23	
	<u>750-7300-7015-0000</u>		TELEPHONE		53.23	
1553	GALLS INC.	11/17/2023	Virtual Payment	0.00	2,754.39	APA006374
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>026127134</u>	Invoice	11/16/2023	UNIFORMS	0.00	118.44	
	<u>100-2050-7065-0000</u>		CITY UNIFORMS		118.44	
<u>026127220</u>	Invoice	11/16/2023	UNIFORMS	0.00	188.48	
	<u>100-2050-7065-0000</u>		CITY UNIFORMS		188.48	
<u>026163052</u>	Invoice	11/16/2023	UNIFORMS	0.00	219.95	
	<u>100-2050-7065-0000</u>		CITY UNIFORMS		219.95	
<u>026207004</u>	Invoice	11/16/2023	UNIFORMS	0.00	266.33	
	<u>100-2050-7065-0000</u>		CITY UNIFORMS		266.33	
<u>026207008</u>	Invoice	11/16/2023	UNIFORMS	0.00	53.29	
	<u>100-2050-7065-0000</u>		CITY UNIFORMS		53.29	
<u>026207013</u>	Invoice	11/16/2023	UNIFORMS	0.00	89.15	
	<u>100-2050-7065-0000</u>		CITY UNIFORMS		89.15	
<u>026207050</u>	Invoice	11/16/2023	UNIFORMS	0.00	302.28	
	<u>100-2050-7065-0000</u>		CITY UNIFORMS		302.28	
<u>026231387</u>	Invoice	11/16/2023	UNIFORMS	0.00	150.05	
	<u>100-2050-7065-0000</u>		CITY UNIFORMS		150.05	
<u>026231391</u>	Invoice	11/16/2023	UNIFORMS	0.00	338.82	
	<u>100-2050-7065-0000</u>		CITY UNIFORMS		338.82	
<u>BC1984776</u>	Invoice	11/16/2023	UNIFORMS	0.00	1,027.60	
	<u>100-2050-7065-0000</u>		CITY UNIFORMS		1,027.60	
1579	GOSCH	11/17/2023	Virtual Payment	0.00	799.89	APA006375
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>5178587</u>	Invoice	11/16/2023	VEHICLE MAINTENANCE	0.00	799.89	
	<u>100-2050-7037-0000</u>		VEHICLE MAINTENANCE		799.89	
3654	HEMMING MORSE, LLP	11/17/2023	Virtual Payment	0.00	94,912.50	APA006376
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>2311-2131</u>	Invoice	11/16/2023	LEGAL SERVICE	0.00	94,912.50	
	<u>100-1300-7068-000B</u>		CONTRACTUAL SERVICES		94,912.50	
1662	INFOSEND, INC	11/17/2023	Virtual Payment	0.00	2,941.26	APA006377
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>249661</u>	Invoice	11/16/2023	CONTRACTUAL SERVICE	0.00	2,941.26	
	<u>700-4050-7068-0000</u>		CONTRACTUAL SERVICES		2,941.26	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
3280	INTRENSIC, LLC	11/17/2023	Virtual Payment	0.00	771.95	APA006378
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>1610</u>	Invoice	11/16/2023	DEPT SUPPLIES	0.00	771.95	
	<u>100-2050-7070-0000</u>		SPECIAL DEPT SUPPLIES		771.95	
1856	LEXISNEXIS RISK SOLUTIONS	11/17/2023	Virtual Payment	0.00	171.70	APA006379
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>1535776-202310</u>	Invoice	11/16/2023	DUES AND SUBSCRIPTIONS	0.00	171.70	
	<u>100-2050-7030-0000</u>		DUES & SUBSCRIPTIONS		171.70	
1901	MANNING & KASS, ELLROD, RAMIREZ	11/17/2023	Virtual Payment	0.00	1,236.50	APA006380
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>788830</u>	Invoice	11/16/2023	LEGAL SERVICES	0.00	159.25	
	<u>100-1300-7068-000B</u>		CONTRACTUAL SERVICES		159.25	
<u>788831</u>	Invoice	11/16/2023	LEGAL SERVICES	0.00	1,077.25	
	<u>100-1300-7068-000B</u>		CONTRACTUAL SERVICES		1,077.25	
3683	MASTER'S COFFEE AND WATER	11/17/2023	Virtual Payment	0.00	68.99	APA006381
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount <td></td>	
<u>0000000858714</u>	Invoice	11/16/2023	DEPT SUPPLIES	0.00	68.99	
	<u>100-3250-7070-0000</u>		SPECIAL DEPT SUPPLIES		68.99	
4828	McCRACKEN AUTOMOTIVE LLC	11/17/2023	Virtual Payment	0.00	489,500.00	APA006382
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount <td></td>	
<u>F3877</u>	Invoice	11/16/2023	Purchase of 10 Police Units	0.00	48,950.00	
	<u>100-2050-8060-0000</u>		VEHICLES		19,580.00	
	<u>600-5050-8060-0000</u>		VEHICLE REPLACEMENT E		29,370.00	
<u>F3880</u>	Invoice	11/16/2023	Purchase of 10 Police Units	0.00	48,950.00	
	<u>100-2050-8060-0000</u>		VEHICLES		19,580.00	
	<u>600-5050-8060-0000</u>		VEHICLE REPLACEMENT E		29,370.00	
<u>F3884</u>	Invoice	11/16/2023	Purchase of 10 Police Units	0.00	48,950.00	
	<u>100-2050-8060-0000</u>		VEHICLES		19,580.00	
	<u>600-5050-8060-0000</u>		VEHICLE REPLACEMENT E		29,370.00	
<u>F3886</u>	Invoice	11/16/2023	Purchase of 10 Police Units	0.00	48,950.00	
	<u>100-2050-8060-0000</u>		VEHICLES		19,580.00	
	<u>600-5050-8060-0000</u>		VEHICLE REPLACEMENT E		29,370.00	
<u>F3891</u>	Invoice	11/16/2023	Purchase of 10 Police Units	0.00	48,950.00	
	<u>100-2050-8060-0000</u>		VEHICLES		19,580.00	
	<u>600-5050-8060-0000</u>		VEHICLE REPLACEMENT E		29,370.00	
<u>F3895</u>	Invoice	11/16/2023	Purchase of 10 Police Units	0.00	48,950.00	
	<u>100-2050-8060-0000</u>		VEHICLES		19,580.00	
	<u>600-5050-8060-0000</u>		VEHICLE REPLACEMENT E		29,370.00	
<u>F3983</u>	Invoice	11/16/2023	Purchase of 10 Police Units	0.00	48,950.00	
	<u>100-2050-8060-0000</u>		VEHICLES		19,580.00	
	<u>600-5050-8060-0000</u>		VEHICLE REPLACEMENT E		29,370.00	
<u>F4422</u>	Invoice	11/16/2023	Purchase of 10 Police Units	0.00	48,950.00	
	<u>100-2050-8060-0000</u>		VEHICLES		19,580.00	
	<u>600-5050-8060-0000</u>		VEHICLE REPLACEMENT E		29,370.00	
<u>F4491</u>	Invoice	11/16/2023	Purchase of 10 Police Units	0.00	48,950.00	
	<u>100-2050-8060-0000</u>		VEHICLES		19,580.00	
	<u>600-5050-8060-0000</u>		VEHICLE REPLACEMENT E		29,370.00	
<u>F4497</u>	Invoice	11/16/2023	Purchase of 10 Police Units	0.00	48,950.00	

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Date Range: 11/10/2023 - 11/17/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	<u>100-2050-8060-0000</u>	VEHICLES	Purchase of 10 Police Units		19,580.00	
	<u>600-5050-8060-0000</u>	VEHICLE REPLACEMENT E	Purchase of 10 Police Units		29,370.00	
5029	MICHELLE COLEY	11/17/2023	Virtual Payment	0.00	500.00	APA006383
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>139</u>	Invoice	11/16/2023	HIRING COST	0.00	500.00	
	<u>100-1240-6050-0000</u>	RECRUITMENT AND HIRI	HIRING COST		500.00	
1984	NAPA AUTO PARTS	11/17/2023	Virtual Payment	0.00	44.40	APA006384
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>205081</u>	Invoice	11/16/2023	VEHICLE MAINTENANCE	0.00	16.69	
	<u>750-7000-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		16.69	
<u>207123</u>	Invoice	11/16/2023	VEHICLE MAINTENANCE	0.00	27.71	
	<u>750-7300-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		27.71	
2007	NV5, INC	11/17/2023	Virtual Payment	0.00	21,321.23	APA006385
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>348820</u>	Invoice	11/16/2023	PW2021-0628	0.00	957.50	
	<u>100-0000-2525-0000</u>	HELD ON DEPOSIT-PUBLI	PW2021-0628		957.50	
<u>348828</u>	Invoice	11/16/2023	PW2021-0687	0.00	402.50	
	<u>100-0000-2525-0000</u>	HELD ON DEPOSIT-PUBLI	PW2021-0687		402.50	
<u>348835</u>	Invoice	11/16/2023	PW2021-0750	0.00	487.50	
	<u>100-0000-2525-0000</u>	HELD ON DEPOSIT-PUBLI	PW2021-0750		487.50	
<u>348958</u>	Invoice	11/16/2023	PW2021-0751	0.00	1,042.50	
	<u>100-0000-2525-0000</u>	HELD ON DEPOSIT-PUBLI	PW2021-0751		1,042.50	
<u>348959</u>	Invoice	11/16/2023	PW2022-0822	0.00	260.00	
	<u>100-0000-2525-0000</u>	HELD ON DEPOSIT-PUBLI	PW2022-0822		260.00	
<u>349040</u>	Invoice	11/16/2023	PW2022-0823	0.00	260.00	
	<u>100-0000-2525-0000</u>	HELD ON DEPOSIT-PUBLI	PW2022-0823		260.00	
<u>349042</u>	Invoice	11/16/2023	PW2022-0936	0.00	777.50	
	<u>100-0000-2525-0000</u>	HELD ON DEPOSIT-PUBLI	PW2022-0936		777.50	
<u>349043</u>	Invoice	11/16/2023	PW2022-0948	0.00	252.50	
	<u>100-0000-2525-0000</u>	HELD ON DEPOSIT-PUBLI	PW2022-0948		252.50	
<u>349046</u>	Invoice	11/16/2023	PW2022-0955	0.00	462.50	
	<u>100-0000-2525-0000</u>	HELD ON DEPOSIT-PUBLI	PW2022-0955		462.50	
<u>349050</u>	Invoice	11/16/2023	PW2023-1038	0.00	985.00	
	<u>100-0000-2525-0000</u>	HELD ON DEPOSIT-PUBLI	PW2023-1038		985.00	
<u>349051</u>	Invoice	11/16/2023	PW2019-0360	0.00	427.50	
	<u>100-0000-2525-0000</u>	HELD ON DEPOSIT-PUBLI	PW2019-0360		427.50	
<u>349052</u>	Invoice	11/16/2023	PW2023-1044	0.00	402.50	
	<u>100-0000-2525-0000</u>	HELD ON DEPOSIT-PUBLI	PW2023-1044		402.50	
<u>352540</u>	Invoice	11/16/2023	PW2021-0785 - HIGHLAND SPRINGS	0.00	415.00	
	<u>100-0000-2525-0000</u>	HELD ON DEPOSIT-PUBLI	PW2021-0785 - HIGHLAND SPRI		415.00	
<u>352550</u>	Invoice	11/16/2023	PW2022-0947	0.00	502.50	
	<u>100-0000-2525-0000</u>	HELD ON DEPOSIT-PUBLI	PW2022-0947		502.50	
<u>352557</u>	Invoice	11/16/2023	PW2022-0954	0.00	653.75	
	<u>100-0000-2525-0000</u>	HELD ON DEPOSIT-PUBLI	PW2022-0954		653.75	
<u>352563</u>	Invoice	11/16/2023	PW2023-0990	0.00	350.00	
	<u>100-0000-2525-0000</u>	HELD ON DEPOSIT-PUBLI	PW2023-0990		350.00	
<u>352581</u>	Invoice	11/16/2023	PW2023-1038	0.00	777.50	
	<u>100-0000-2525-0000</u>	HELD ON DEPOSIT-PUBLI	PW2023-1038		777.50	
<u>352583</u>	Invoice	11/16/2023	PW2019-0360	0.00	380.00	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	<u>100-0000-2525-0000</u>	HELD ON DEPOSIT-PUBLI	PW2019-0360		380.00	
<u>352584</u>	Invoice	11/16/2023	PW2018-0265	0.00	375.00	
	<u>100-0000-2525-0000</u>	HELD ON DEPOSIT-PUBLI	PW2018-0265		375.00	
<u>352596</u>	Invoice	11/16/2023	PW2022-0929	0.00	363.15	
	<u>100-0000-2525-0000</u>	HELD ON DEPOSIT-PUBLI	PW2022-0929		363.15	
<u>352599</u>	Invoice	11/16/2023	PW2023-1005	0.00	401.82	
	<u>100-0000-2525-0000</u>	HELD ON DEPOSIT-PUBLI	PW2023-1005		401.82	
<u>352604</u>	Invoice	11/16/2023	PW2023-1026	0.00	475.54	
	<u>100-0000-2525-0000</u>	HELD ON DEPOSIT-PUBLI	PW2023-1026		475.54	
<u>352606</u>	Invoice	11/16/2023	PW2023-1008	0.00	243.30	
	<u>100-0000-2525-0000</u>	HELD ON DEPOSIT-PUBLI	PW2023-1008		243.30	
<u>352608</u>	Invoice	11/16/2023	PW2022-1045	0.00	609.70	
	<u>100-0000-2525-0000</u>	HELD ON DEPOSIT-PUBLI	PW2022-1045		609.70	
<u>352613</u>	Invoice	11/16/2023	PW2023-1051	0.00	609.70	
	<u>100-0000-2525-0000</u>	HELD ON DEPOSIT-PUBLI	PW2023-1051		609.70	
<u>352614</u>	Invoice	11/16/2023	PW2023-1050	0.00	609.70	
	<u>100-0000-2525-0000</u>	HELD ON DEPOSIT-PUBLI	PW2023-1050		609.70	
<u>352616</u>	Invoice	11/16/2023	PW2022-1046	0.00	609.70	
	<u>100-0000-2525-0000</u>	HELD ON DEPOSIT-PUBLI	PW2022-1046		609.70	
<u>352619</u>	Invoice	11/16/2023	PW2023-1052	0.00	317.20	
	<u>100-0000-2525-0000</u>	HELD ON DEPOSIT-PUBLI	PW2023		317.20	
<u>352621</u>	Invoice	11/16/2023	LS2023-0107	0.00	3,664.70	
	<u>100-0000-2525-0000</u>	HELD ON DEPOSIT-PUBLI	LS2023-0107		3,664.70	
<u>352915</u>	Invoice	11/16/2023	PW2022-0954 - SUNDANCE	0.00	1,088.75	
	<u>100-0000-2525-0000</u>	HELD ON DEPOSIT-PUBLI	PW2022-0954 - SUNDANCE		1,088.75	
<u>352935</u>	Invoice	11/16/2023	PW2023-1054	0.00	325.00	
	<u>100-0000-2525-0000</u>	HELD ON DEPOSIT-PUBLI	PW2023-1054		325.00	
<u>35294</u>	Invoice	11/16/2023	PW2022-0871	0.00	1,126.72	
	<u>100-0000-2525-0000</u>	HELD ON DEPOSIT-PUBLI	PW2022-0871		1,126.72	
<u>353128</u>	Invoice	11/16/2023	PW2023-1044	0.00	705.00	
	<u>100-0000-2525-0000</u>	HELD ON DEPOSIT-PUBLI	PW2023-1044		705.00	
1317	OCCUPATIONAL HEALTH CENTERS	11/17/2023	Virtual Payment	0.00	430.75	APA006386
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>81042268</u>	Invoice	11/16/2023	HIRING COST	0.00	213.00	
	<u>100-1240-6050-0000</u>		RECRUITMENT AND HIRI		213.00	
<u>123-0944986945</u>	Invoice	11/16/2023	EMPLOYEE MEDICAL SERVICE	0.00	146.75	
	<u>100-2050-6019-0000</u>		FIRST AID		146.75	
<u>N23-0940238542</u>	Invoice	11/16/2023	HIRING COST	0.00	71.00	
	<u>100-1240-6050-0000</u>		RECRUITMENT AND HIRI		71.00	
2009	O'REILLY AUTO PARTS	11/17/2023	Virtual Payment	0.00	968.85	APA006387
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>2678-146085</u>	Invoice	11/16/2023	VEHICLE MAINTENANCE	0.00	49.91	
	<u>750-7300-7037-0000</u>		VEHICLE MAINTENANCE		49.91	
<u>2678-146214</u>	Invoice	11/16/2023	VEHICLE MAINTENANCE	0.00	256.37	
	<u>750-7800-7037-0000</u>		VEHICLE MAINTENANCE		256.37	
<u>2678-146444</u>	Invoice	11/16/2023	VEHICLE MAINTENANCE	0.00	48.98	
	<u>100-2050-7037-0000</u>		VEHICLE MAINTENANCE		48.98	
<u>2678-147443</u>	Invoice	11/16/2023	EQUIP SUPPLIES/MAINT	0.00	80.80	
	<u>100-3250-7090-0000</u>		EQUIP SUPPLIES/MAINT		80.80	
<u>2678-149345</u>	Invoice	11/16/2023	VEHICLE MAINTENANCE	0.00	81.97	

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Date Range: 11/10/2023 - 11/17/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	<u>750-7400-7037-0000</u>		VEHICLE MAINTENANCE		81.97	
<u>2678-149349</u>	Invoice	11/16/2023	VEHICLE MAINTENANCE	0.00	140.06	
	<u>100-3100-7037-0000</u>		VEHICLE MAINTENANCE		140.06	
<u>2678-150605</u>	Invoice	11/16/2023	VEHICLE MAINTENANCE	0.00	78.33	
	<u>100-2050-7037-0000</u>		VEHICLE MAINTENANCE		78.33	
<u>2678-150963</u>	Invoice	11/16/2023	VEHICLE MAINTENANCE	0.00	43.94	
	<u>100-2050-7037-0000</u>		VEHICLE MAINTENANCE		43.94	
<u>2678-151856</u>	Invoice	11/16/2023	VEHICLE MAINTENANCE	0.00	112.88	
	<u>100-2050-7037-0000</u>		VEHICLE MAINTENANCE		112.88	
<u>2678-152013</u>	Invoice	11/16/2023	VEHICLE MAINTENANCE	0.00	77.47	
	<u>100-2050-7037-0000</u>		VEHICLE MAINTENANCE		77.47	
<u>2678-152154</u>	Credit Memo	11/16/2023	VEHICLE MAINTENANCE	0.00	-32.00	
	<u>750-7300-7037-0000</u>		VEHICLE MAINTENANCE		-32.00	
<u>2678-152218</u>	Invoice	11/16/2023	VEHICLE MAINTENANCE	0.00	30.14	
	<u>750-7100-7037-0000</u>		VEHICLE MAINTENANCE		30.14	
4495	PACIFIC PRODUCTS AND SERVICES LLC	11/17/2023	Virtual Payment	0.00	198.26	APA006388
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>32719</u>	Invoice	11/16/2023	DEPT SUPPLIES	0.00	198.26	
	<u>100-3250-7070-0000</u>		SPECIAL DEPT SUPPLIES		198.26	
2039	PARKHOUSE TIRE, INC.	11/17/2023	Virtual Payment	0.00	77.00	APA006389
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>2010871021</u>	Invoice	11/16/2023	VEHICLE MAINTENANCE	0.00	77.00	
	<u>750-7300-7037-0000</u>		VEHICLE MAINTENANCE		77.00	
2871	PARTS AUTHORITY METRO LLC	11/17/2023	Virtual Payment	0.00	163.22	APA006390
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>091-316418</u>	Invoice	11/16/2023	VEHICLE MAINTENANCE	0.00	142.75	
	<u>100-2050-7037-0000</u>		VEHICLE MAINTENANCE		142.75	
<u>091-316568</u>	Invoice	11/16/2023	VEHICLE MAINTENANCE	0.00	20.47	
	<u>100-2050-7037-0000</u>		VEHICLE MAINTENANCE		20.47	
3552	PROPS AV, LLC	11/17/2023	Virtual Payment	0.00	16,850.00	APA006391
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>INV-03516-2</u>	Invoice	11/16/2023	State of the City video productions	0.00	16,850.00	
	<u>100-1210-7068-0000</u>		CONTRACTUAL SERVICES		16,850.00	
3652	PRUDENTIAL OVERALL SUPPLY	11/17/2023	Virtual Payment	0.00	289.96	APA006392
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>23558797</u>	Invoice	11/16/2023	STREETS UNIFORM	0.00	88.79	
	<u>100-3250-7065-0000</u>		CITY UNIFORMS		88.79	
<u>23567861</u>	Invoice	11/16/2023	Transit Uniform Rental and Laundering Se	0.00	144.43	
	<u>750-7100-7065-0000</u>		UNIFORMS		8.91	
	<u>750-7400-7065-0000</u>		UNIFORMS		34.48	
	<u>750-7600-7065-0000</u>		UNIFORMS		29.72	
	<u>750-7800-7065-0000</u>		UNIFORMS		8.91	
	<u>750-7900-7065-0000</u>		UNIFORMS		17.84	
	<u>750-8000-7065-0000</u>		UNIFORMS		8.91	
	<u>750-8100-7065-0000</u>		UNIFORMS		8.91	
	<u>750-8200-7065-0000</u>		UNIFORMS		8.91	
	<u>750-8300-7065-0000</u>		UNIFORMS		17.84	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<u>23567864</u>	Invoice <u>750-7300-7065-0000</u>	11/16/2023	Transit Uniform Rental and Laundering Se UNIFORMS	0.00	56.74	
			Uniform Laundering & Rental Sv		56.74	
2091	PURCHASE POWER	11/17/2023	Virtual Payment	0.00	550.74	APA006393
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Distribution Amount		
<u>8000-9000-0098-</u>	Invoice	11/16/2023	OFFICE SUPPLIES	0.00	108.88	
	<u>100-1200-7025-0000</u>		OFFICE SUPPLIES		108.88	
<u>8000-9000-0779-</u>	Invoice	11/16/2023	OFFICE SUPPLIES	0.00	245.98	
	<u>100-2050-7025-0000</u>		OFFICE SUPPLIES		245.98	
<u>8000-9000-0779-</u>	Invoice	11/16/2023	OFFICE SUPPLIES	0.00	195.88	
	<u>100-2050-7025-0000</u>		OFFICE SUPPLIES		195.88	
2098	QUILL CORPORATON	11/17/2023	Virtual Payment	0.00	19.38	APA006394
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Distribution Amount		
<u>35268591</u>	Invoice	11/16/2023	OFFICE SUPPLIES	0.00	19.38	
	<u>100-2050-7025-0000</u>		OFFICE SUPPLIES		19.38	
2104	RAMONA HUMANE SOCIETY INC	11/17/2023	Virtual Payment	0.00	4,110.53	APA006395
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Distribution Amount		
<u>COB10312 10/31</u>	Invoice	11/16/2023	CONTRACTUAL SERVICE	0.00	4,110.53	
	<u>100-2000-7068-0000</u>		CONTRACTUAL SERVICES		4,110.53	
3423	RDO EQUIPMENT CO.	11/17/2023	Virtual Payment	0.00	8,185.45	APA006396
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Distribution Amount		
<u>E1280135</u>	Invoice	11/16/2023	Compaction Wheel - John Deere Equipme	0.00	8,185.45	
	<u>100-3250-8040-0000</u>		EQUIPMENT		632.49	
	<u>100-3250-8040-0000</u>		EQUIPMENT		6,642.48	
	<u>100-3250-8040-0000</u>		EQUIPMENT		533.36	
	<u>100-3250-8040-0000</u>		EQUIPMENT		377.12	
3421	REDLANDS-YUCAIPA RENTALS, INC.	11/17/2023	Virtual Payment	0.00	55.00	APA006397
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Distribution Amount		
<u>431242</u>	Invoice	11/16/2023	EQUIPMENT RENTAL	0.00	55.00	
	<u>100-3250-7075-0000</u>		EQUIPMENT LEASING/RE		55.00	
2234	SAN BERNARDINO COUNTY SHERIFF'S DEPART	11/17/2023	Virtual Payment	0.00	207.00	APA006398
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Distribution Amount		
<u>23753</u>	Invoice	11/16/2023	TRAINING- USE OF RANGE	0.00	207.00	
	<u>100-2050-7066-0000</u>		TRAVEL, EDUCATION, TRA		207.00	
2238	SAN GORGONIO MEMORIAL HOSPITAL	11/17/2023	Virtual Payment	0.00	1,846.91	APA006399
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Distribution Amount		
<u>234996</u>	Invoice	11/16/2023	EMPLOYEE MEDICAL SERVICE	0.00	1,846.91	
	<u>100-2050-6019-0000</u>		FIRST AID		1,846.91	
4838	SCG - SPICER CONSULTING GROUP, LLC	11/17/2023	Virtual Payment	0.00	15,000.08	APA006400
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Distribution Amount		
<u>1480</u>	Invoice	11/16/2023	CFD Annual Administration; effec. 7/01/2	0.00	15,000.08	
	<u>250-0000-7068-0000</u>		CONTRACTUAL SERVICES		15,000.08	
2289	SIMPLIFILE	11/17/2023	Virtual Payment	0.00	474.25	APA006401

Check Report

Date Range: 11/10/2023 - 11/17/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
2292	SIRCHIE	11/17/2023	Virtual Payment	0.00	66.07	APA006402
<u>0618405-IN</u>	Invoice	11/16/2023	EQUIPMENT SUPPLIES/ MAINT	0.00	66.07	
	<u>100-2050-7090-0000</u>		EQUIP SUPPLIES/MAINT		66.07	
3498	SKM ENGINEERING LLC	11/17/2023	Virtual Payment	0.00	14,390.20	APA006403
<u>24773</u>	Invoice	11/16/2023	PW2022-0906	0.00	7,214.05	
	<u>100-0000-2525-0000</u>		HELD ON DEPOSIT-PUBLI		7,214.05	
<u>24774</u>	Invoice	11/16/2023	PW2022-0906	0.00	7,176.15	
	<u>100-0000-2525-0000</u>		HELD ON DEPOSIT-PUBLI		7,176.15	
4822	TECHNICAL SYSTEMS, INC	11/17/2023	Virtual Payment	0.00	2,073.06	APA006404
<u>8178-004</u>	Invoice	11/16/2023	CONTRACTUAL SERVICE	0.00	2,073.06	
	<u>700-4050-7068-0000</u>		CONTRACTUAL SERVICES		2,073.06	
5088	TELEDYNE INSTRUMENTS, INC	11/17/2023	Virtual Payment	0.00	267.04	APA006405
<u>S020615148.2</u>	Invoice	11/16/2023	LASERFLOW DEMO RENTAL	0.00	267.04	
	<u>700-4050-7070-0000</u>		SPECIAL DEPT SUPPLIES		267.04	
2407	THE GAS COMPANY	11/17/2023	Virtual Payment	0.00	333.62	APA006406
<u>09712228007 11/</u>	Invoice	11/16/2023	GAS UTILITY	0.00	131.80	
	<u>100-6000-7010-6025</u>		UTILITIES - CITY HALL		131.80	
<u>10552227000 11/</u>	Invoice	11/16/2023	GAS UTILITY	0.00	24.07	
	<u>100-6000-7010-6040</u>		UTILITIES - POLICE DEPT		24.07	
<u>10552230004 11/</u>	Invoice	11/16/2023	GAS UTILITY	0.00	30.62	
	<u>750-7300-7010-0000</u>		UTILITIES		30.62	
<u>13912227587 11/</u>	Invoice	11/16/2023	GAS UTILITY	0.00	3.42	
	<u>100-6000-7010-6026</u>		UTILITIES - CITY HALL BLD		3.42	
<u>15382227021 11/</u>	Invoice	11/16/2023	GAS UTILITY	0.00	48.70	
	<u>750-7000-7010-0000</u>		UTILITIES		48.70	
<u>15592230625 11/</u>	Invoice	11/16/2023	GAS UTILITY	0.00	16.25	
	<u>100-6000-7010-6070</u>		UTILITIES - 500 GRACE AV		16.25	
<u>19782338008 11/</u>	Invoice	11/16/2023	GAS UTILITY	0.00	78.76	
	<u>100-6000-7010-6055</u>		UTILITIES - FIRE STATION		78.76	
4975	TK SERVICES	11/17/2023	Virtual Payment	0.00	3,367.68	APA006407
<u>SWO093147-1</u>	Invoice	11/16/2023	VEHICLE MAINTENANCE	0.00	3,367.68	
	<u>750-8200-7037-0000</u>		VEHICLE MAINTENANCE		3,367.68	
2435	TLMA ADMINISTRATION COUNTY OF RIV	11/17/2023	Virtual Payment	0.00	147.31	APA006408

Check Report

Vendor Number	Vendor Name	Post Date	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Account Number	Payable Description	Account Name	Item Description	Distribution Amount	
<u>T10000016998</u>	Invoice	11/16/2023	11/17/2023	Virtual Payment	0.00	147.31	
	<u>100-3250-7010-0000</u>		SHARED TRAFFIC SIGNALS WITH RIVERSID	UTILITIES		147.31	
2465	UNION PACIFIC RAILROAD		11/17/2023	Virtual Payment	0.00	3,171.97	APA006409
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Account Name</u>	<u>Item Description</u>	<u>Distribution Amount</u>	<u>Payable Amount</u>
<u>90129091</u>	Invoice	11/16/2023	PE AGREEMENT	CONTRACTUAL SERVICE	PE AGREEMENT	3,171.97	
	<u>500-0000-7068-0000</u>					3,171.97	
2484	VERIZON		11/17/2023	Virtual Payment	0.00	918.23	APA006410
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Account Name</u>	<u>Item Description</u>	<u>Distribution Amount</u>	<u>Payable Amount</u>
<u>9947837884</u>	Invoice	11/16/2023	PHONE UTILITY- TRANSIT TABLETS	TELEPHONE	PHONE UTILITY- TRANSIT TABLE	38.01	
	<u>750-7000-7015-0000</u>		TELEPHONE	TELEPHONE	PHONE UTILITY- TRANSIT TABLE	80.02	
	<u>750-7100-7015-0000</u>		TELEPHONE	TELEPHONE	PHONE UTILITY- TRANSIT TABLE	160.04	
	<u>750-7400-7015-0000</u>		TELEPHONE	TELEPHONE	PHONE UTILITY- TRANSIT TABLE	200.05	
	<u>750-7600-7015-0000</u>		TELEPHONE	TELEPHONE	PHONE UTILITY- TRANSIT TABLE	80.02	
	<u>750-7800-7015-0000</u>		TELEPHONE	TELEPHONE	PHONE UTILITY- TRANSIT TABLE	80.02	
	<u>750-7900-7015-0000</u>		TELEPHONE	TELEPHONE	PHONE UTILITY- TRANSIT TABLE	40.01	
	<u>750-8000-7015-0000</u>		TELEPHONE	TELEPHONE	PHONE UTILITY- TRANSIT TABLE	80.02	
	<u>750-8100-7015-0000</u>		TELEPHONE	TELEPHONE	PHONE UTILITY- TRANSIT TABLE	40.01	
	<u>750-8200-7015-0000</u>		TELEPHONE	TELEPHONE	PHONE UTILITY- TRANSIT TABLE	80.02	
	<u>750-8300-7015-0000</u>		TELEPHONE	TELEPHONE	PHONE UTILITY- TRANSIT TABLE	120.03	
2490	VERIZON BUSINESS SERVICE		11/17/2023	Virtual Payment	0.00	1,164.74	APA006411
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Account Name</u>	<u>Item Description</u>	<u>Distribution Amount</u>	<u>Payable Amount</u>
<u>79265100</u>	Invoice	11/16/2023	PHONE UTILITY	TELEPHONE (POLICE DPT)	PHONE UTILITY	1,164.74	
	<u>100-1230-7015-6040</u>					1,164.74	
2518	VULCAN MATERIALS		11/17/2023	Virtual Payment	0.00	152.88	APA006412
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Account Name</u>	<u>Item Description</u>	<u>Distribution Amount</u>	<u>Payable Amount</u>
<u>73815732</u>	Invoice	11/16/2023	STREETS - Special Dept Supplies	SPECIAL DEPT SUPPLIES	STREETS - Special Dept Supplies	152.88	
	<u>100-3250-7070-0000</u>					152.88	
2546	WILLDAN ENGINEERING		11/17/2023	Virtual Payment	0.00	19,440.00	APA006413
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Account Name</u>	<u>Item Description</u>	<u>Distribution Amount</u>	<u>Payable Amount</u>
<u>002-30219</u>	Invoice	11/16/2023	PASS TROUGH - DR HORTON/ TRI POINT	HELD ON DEPOSIT - BUIL	PASS TROUGH - DR HORTON/T	15,840.00	
	<u>100-0000-2530-0000</u>					15,840.00	
<u>002-30220</u>	Invoice	11/16/2023	PASS THROUGH - DR HORTON	HELD ON DEPOSIT - BUIL	PASS THROUGH - DR HORTON	3,600.00	
	<u>100-0000-2530-0000</u>					3,600.00	
2911	WILMINGTON TRUST, N.A.		11/17/2023	Virtual Payment	0.00	35,739.72	APA006414
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Account Name</u>	<u>Item Description</u>	<u>Distribution Amount</u>	<u>Payable Amount</u>
<u>20200726-66191-</u>	Invoice	11/16/2023	BANK FEES	TRUSTEE FEES	BANK FEES	2,000.00	
	<u>250-0000-7051-0000</u>					2,000.00	
<u>20230311-87925-</u>	Invoice	11/16/2023	BANK FEES	TRUSTEE FEES	BANK FEES	2,000.00	
	<u>250-0000-7051-0000</u>					2,000.00	
<u>20230616-11029</u>	Invoice	11/16/2023	BANK FEES	TRUSTEE FEES	BANK FEES	2,000.00	
	<u>250-0000-7051-0000</u>					2,000.00	
<u>20230620-80932-</u>	Invoice	11/16/2023	BANK FEES	TRUSTEE FEES	BANK FEES	2,000.00	
	<u>250-0000-7051-0000</u>					2,000.00	
<u>20230620-80937-</u>	Invoice	11/16/2023	BANK FEES	TRUSTEE FEES	BANK FEES	2,000.00	
	<u>250-0000-7051-0000</u>					2,000.00	

Check Report

Date Range: 11/10/2023 - 11/17/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<u>20230620-80939-</u>	Invoice	11/16/2023	BANK FEES	0.00	2,000.00	
	<u>250-0000-7051-0000</u>		TRUSTEE FEES		2,000.00	
<u>20230726-66194-</u>	Invoice	11/16/2023	BANK FEES	0.00	2,000.00	
	<u>250-0000-7051-0000</u>		TRUSTEE FEES		2,000.00	
<u>20230807-10134</u>	Invoice	11/16/2023	BANK FEES	0.00	1,500.00	
	<u>250-0000-7051-0000</u>		TRUSTEE FEES		1,500.00	
<u>20230807-10135</u>	Invoice	11/16/2023	BANK FEES	0.00	1,500.00	
	<u>250-0000-7051-0000</u>		TRUSTEE FEES		1,500.00	
<u>20230807-10136</u>	Invoice	11/16/2023	BANK FEES	0.00	1,500.00	
	<u>250-0000-7051-0000</u>		TRUSTEE FEES		1,500.00	
<u>20230807-10137</u>	Invoice	11/16/2023	BANK FEES	0.00	1,500.00	
	<u>250-0000-7051-0000</u>		TRUSTEE FEES		1,500.00	
<u>20230807-10149</u>	Invoice	11/16/2023	BANK FEES	0.00	2,000.00	
	<u>250-0000-7051-0000</u>		TRUSTEE FEES		2,000.00	
<u>20230807-10150</u>	Invoice	11/16/2023	BANK FEES	0.00	1,500.00	
	<u>250-0000-7051-0000</u>		TRUSTEE FEES		1,500.00	
<u>20230807-10182</u>	Invoice	11/16/2023	BANK FEES	0.00	1,500.00	
	<u>250-0000-7051-0000</u>		TRUSTEE FEES		1,500.00	
<u>20230812-11197</u>	Invoice	11/16/2023	BANK FEES	0.00	2,000.00	
	<u>250-0000-7051-0000</u>		TRUSTEE FEES		2,000.00	
<u>20230922-11215</u>	Invoice	11/16/2023	BANKING FEES	0.00	2,000.00	
	<u>250-0000-7051-0000</u>		TRUSTEE FEES		2,000.00	
<u>20231114-M-661</u>	Invoice	11/14/2023	BANKING FEES	0.00	778.08	
	<u>250-0000-7051-0000</u>		TRUSTEE FEES		778.08	
<u>20231114-M-661</u>	Invoice	11/14/2023	BANKING FEES	0.00	778.08	
	<u>250-0000-7051-0000</u>		TRUSTEE FEES		778.08	
<u>20231114-M-661</u>	Invoice	11/14/2023	BANKING FEES	0.00	778.08	
	<u>250-0000-7051-0000</u>		TRUSTEE FEES		778.08	
<u>20231114-M-662</u>	Invoice	11/14/2023	BANKING FEES	0.00	778.08	
	<u>250-0000-7051-0000</u>		TRUSTEE FEES		778.08	
<u>20231114-M-662</u>	Invoice	11/14/2023	BANKING FEES	0.00	778.08	
	<u>250-0000-7051-0000</u>		TRUSTEE FEES		778.08	
<u>20231114-M-669</u>	Invoice	11/14/2023	BANKING FEES	0.00	712.33	
	<u>250-0000-7051-0000</u>		TRUSTEE FEES		712.33	
<u>20231114-M-670</u>	Invoice	11/14/2023	BANKING FEES	0.00	712.33	
	<u>250-0000-7051-0000</u>		TRUSTEE FEES		712.33	
<u>20231114-M-671</u>	Invoice	11/14/2023	BANKING FEES	0.00	712.33	
	<u>250-0000-7051-0000</u>		TRUSTEE FEES		712.33	
<u>20231114-M-672</u>	Invoice	11/14/2023	BANKING FEES	0.00	712.33	
	<u>250-0000-7051-0000</u>		TRUSTEE FEES		712.33	
3457	ZONAR SYSTEMS	11/17/2023	Virtual Payment	0.00	594.00	APA006415

Check Report

Vendor Number
Payable #

INV610242

Vendor Name
Payable Type
Account Number

Invoice
750-7100-7071-0000
750-7400-7071-0000
750-7600-7071-0000
750-7800-7071-0000
750-7900-7071-0000
750-8000-7071-0000
750-8100-7071-0000
750-8200-7071-0000
750-8300-7071-0000

Post Date	Account Name	Payment Date	Payment Type	Payable Description	Item Description
11/16/2023	Zonar Systems				
	SOFTWARE				Zonar Systems
	SOFTWARE				Zonar Systems
	SOFTWARE				Zonar Systems
	SOFTWARE				Zonar Systems
	SOFTWARE				Zonar Systems
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	SOFTWARE				Zonar Systems
	SOFTWARE				Zonar Systems

Discount Amount	Payment Amount	Number
Discount Amount	Payable Amount	
Distribution Amount		
0.00	594.00	
	54.00	
	108.00	
	135.00	
	54.00	
	54.00	
	27.00	
	54.00	
	27.00	
	81.00	

Bank Code AP BANK WF Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	8	7	0.00	1,200,467.79
Manual Checks	0	0	0.00	0.00
Voided Checks	0	4	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	2	2	0.00	336,660.00
Virtual Payments	209	73	0.00	854,439.66
	219	86	0.00	2,391,567.45

Check Report

Date Range: 11/10/2023 - 11/17/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP PY VEND WF-AP PAYROLL VENDOR - AP PAYABLES WF						
3229	ICMA - RC	11/16/2023	EFT	0.00	3,736.12	752
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>INV0002211</u>	Invoice	11/03/2023	MSQ (%%)	0.00	810.68	
	<u>100-0000-2075-0000</u>		DEFERRED COMPENSATI		810.68	
<u>INV0002212</u>	Invoice	11/03/2023	MSQ (AMT)	0.00	2,788.24	
	<u>100-0000-2075-0000</u>		DEFERRED COMPENSATI		2,788.24	
<u>INV0002213</u>	Invoice	11/03/2023	MSQ LOAN	0.00	137.20	
	<u>100-0000-2075-0000</u>		DEFERRED COMPENSATI		137.20	
2264	SEIU	11/16/2023	EFT	0.00	3,296.92	753
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>CM0000272</u>	Credit Memo	09/08/2023	SEIU DUES	0.00	-2.04	
	<u>100-0000-2061-0000</u>		P.E.R.C. DUES & INS		-2.04	
<u>INV0002208</u>	Invoice	11/03/2023	SEIU DUES	0.00	115.00	
	<u>100-0000-2061-0000</u>		P.E.R.C. DUES & INS		115.00	
<u>INV0002215</u>	Invoice	11/03/2023	SEIU DUES	0.00	3,183.96	
	<u>100-0000-2061-0000</u>		P.E.R.C. DUES & INS		3,183.96	
4563	AMERICAN FIDELITY ASSURANCE COMPANY FS	11/16/2023	Regular	0.00	1,789.93	111954
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>INV0002209</u>	Invoice	11/03/2023	AMERICAN FIDELITY	0.00	608.33	
	<u>100-0000-2056-0000</u>		DEPENDENT CARE SPEND		608.33	
<u>INV0002210</u>	Invoice	11/03/2023	AMERICAN FIDELITY	0.00	1,181.60	
	<u>100-0000-2055-0000</u>		FLEX SPENDING ACCOUN		1,181.60	
1139	BEAUMONT POLICE OFFICERS ASSOCIATION	11/16/2023	Regular	0.00	4,340.00	111955
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>INV0002207</u>	Invoice	11/03/2023	BPOA DUES	0.00	4,340.00	
	<u>100-0000-2035-0000</u>		C.O.P.S. DUES		4,340.00	

Bank Code AP PY VEND WF Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	3	2	0.00	6,129.93
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	6	2	0.00	7,033.04
Virtual Payments	0	0	0.00	0.00
	9	4	0.00	13,162.97

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	11	9	0.00	1,206,597.72
Manual Checks	0	0	0.00	0.00
Voided Checks	0	4	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	8	4	0.00	343,693.04
Virtual Payments	209	73	0.00	854,439.66
	228	90	0.00	2,404,730.42

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	11/2023	2,404,730.42
			2,404,730.42



WARRANTS TO BE RATIFIED

Wednesday, November 22, 2023

Wells Fargo

Printed Checks	111967-111984	\$	40,323.77	FY 23/24
NvoicePay	APA006416-APA006458	\$	2,846,851.06	FY 23/24
ACH	756-757	\$	7,125.99	FY 23/24
	A/P Total	\$	<u>2,894,300.82</u>	
Wire Transfer	First American Title Company	\$	50,000.00	Escrow for 516 California Ave.
Bank Drafts	Matrix Trust Co.	\$	30,018.09	457 Payroll 11/17/2023
		\$	2,207.23	401A Payroll 11/17/2023
		\$	779.06	FICA Payroll 11/17/2023
	Wells Fargo	\$	351.19	Returned Item

I DO HEREBY CERTIFY THIS WARRANT LIST HAS BEEN COMPILED AND PREPARED TO MEET THE DAILY OPERATIONS FOR THE FISCAL YEAR JULY 1, 2023 - JUNE 30, 2024

SIGNATURE: _____
 TITLE: CITY TREASURER

SIGNATURE: _____
 TITLE: FINANCE DIRECTOR

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
1160	BIG TIME DESIGN	11/22/2023	Regular	0.00	581.81	111967
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	Distribution Amount
<u>9610</u>	Invoice	11/22/2023	PROGRAM COST - SHOP WITH A COP	0.00	581.81	
	<u>240-2300-7096-0000</u>		PROGRAM COSTS - SHOP		581.81	
4389	CYNDY GAMACHE	11/22/2023	Regular	0.00	280.00	111968
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	Distribution Amount
<u>030</u>	Invoice	11/22/2023	YOGA BY CYNDY	0.00	280.00	
	<u>100-1550-7047-0000</u>		CONTRACT CLASS INSTRC		280.00	
4795	DAVID GOMEZ	11/22/2023	Regular	0.00	7.00	111969
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	Distribution Amount
<u>08</u>	Invoice	11/22/2023	RESISTANCE RAINING WITH DAVID	0.00	7.00	
	<u>100-1550-7047-0000</u>		CONTRACT CLASS INSTRC		7.00	
1382	DEANN DOBBINS	11/22/2023	Regular	0.00	12.60	111970
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	Distribution Amount
<u>09</u>	Invoice	11/22/2023	DEANN'S PAASS KIDS CLASS	0.00	12.60	
	<u>100-1550-7047-0000</u>		CONTRACT CLASS INSTRC		12.60	
4458	DIANA T BENHAR	11/22/2023	Regular	0.00	203.00	111971
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	Distribution Amount
<u>025</u>	Invoice	11/22/2023	ZUMBA BY DIANA	0.00	203.00	
	<u>100-1550-7047-0000</u>		CONTRACT CLASS INSTRC		203.00	
1429	DMV MAIL RENEWAL	11/22/2023	Regular	0.00	10.00	111972
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	Distribution Amount
<u>4SH3306 12/31/2</u>	Invoice	11/22/2023	PTI ANNUAL FEE	0.00	10.00	
	<u>100-6050-7030-0000</u>		DUES & SUBSCRIPTIONS		10.00	
5147	DUSTIN CHRISTENSON	11/22/2023	Regular	0.00	180.00	111973
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	Distribution Amount
<u>11/9/23</u>	Invoice	11/22/2023	RIEMBURSMET FOR PE LICENSE RENEW	0.00	180.00	
	<u>100-3100-7066-0000</u>		TRAVEL, EDUCATION, TRA		180.00	
5146	MARIO CASTILLON	11/22/2023	Regular	0.00	387.00	111974
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	Distribution Amount
<u>10/05/23</u>	Invoice	11/22/2023	CWEA CERT/MEMBERSHIP ANNUAL FEES	0.00	387.00	
	<u>700-4050-7030-0000</u>		DUES & SUBSCRIPTIONS		387.00	
4805	ROBERT BARAJAS	11/22/2023	Regular	0.00	577.50	111975
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	Distribution Amount
<u>12</u>	Invoice	11/22/2023	RED DRAGON KARATE	0.00	577.50	
	<u>100-1550-7047-0000</u>		CONTRACT CLASS INSTRC		577.50	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
2309	SOUTH COAST AQMD	11/22/2023	Regular	0.00	5,299.26	111976
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>18451</u>	Invoice	11/22/2023	CONTINGENCY	0.00	5,299.26	
	<u>700-4051-7900-0000</u>		CONTINGENCY COSTS		5,299.26	
2311	SOUTHERN CALIFORNIA EDISON	11/22/2023	Regular	0.00	14,230.62	111977
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>11/22/23</u>	Invoice	11/22/2023	ELECTRIC UTILITY	0.00	14,230.62	
	<u>100-3250-7010-0000</u>		UTILITIES		538.38	
	<u>100-3250-7010-003X</u>		UTILITIES (IA 3)		124.50	
	<u>100-3250-7010-014A</u>		UTILITIES (IA 14A)		363.36	
	<u>100-3250-7010-018X</u>		UTILITIES (IA 18)		144.33	
	<u>100-3250-7010-06A1</u>		UTILITIES (IA 6A1)		180.85	
	<u>100-6000-7010-6025</u>		UTILITIES - CITY HALL		2,574.69	
	<u>100-6000-7010-6031</u>		UTILITIES - CITY HALL BLD		1,712.44	
	<u>100-6000-7010-6032</u>		UTILITIES - CITY HALL BLD		1,712.44	
	<u>100-6000-7010-6040</u>		UTILITIES - POLICE DEPT		3,928.63	
	<u>100-6000-7010-6055</u>		UTILITIES - FIRE STATION		633.26	
	<u>100-6050-7010-0000</u>		UTILITIES		90.08	
	<u>100-6050-7010-5500</u>		UTILITIES, PARK (STEWAR		63.50	
	<u>750-7000-7010-0000</u>		UTILITIES		2,164.16	
2344	STATE WATER RESOURCES CONTROL BOARD	11/22/2023	Regular	0.00	2,888.00	111978
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>567416</u>	Invoice	11/22/2023	SWRCD PERMIT REGISTRATION	0.00	2,888.00	
	<u>500-0000-8030-0000</u>		INFRASTRUCTURE IMPRO		2,888.00	
4974	WILLIAM JOHNSON	11/22/2023	Regular	0.00	315.00	111979
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>05</u>	Invoice	11/22/2023	LACE UP ACADEMY	0.00	315.00	
	<u>100-1550-7047-0000</u>		CONTRACT CLASS INSTRC		315.00	
1036	ALBERT A. WEBB ASSOCIATES	11/22/2023	Virtual Payment	0.00	17,812.50	APA006416
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>ARIV0001370</u>	Invoice	11/22/2023	WWTP Site Improvements	0.00	17,812.50	
	<u>710-0000-7068-0000</u>		CONTRACTUAL SERVICE		17,812.50	
4467	ALL AMERICAN ASPHALT	11/22/2023	Virtual Payment	0.00	1,953,434.51	APA006417
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>APPLICATION 7</u>	Invoice	11/22/2023	PENN AVE WIDENING PROJECT	0.00	973,958.05	
	<u>500-0000-8030-0000</u>		INFRASTRUCTURE IMPRO		973,958.05	
<u>APPLICATION 8</u>	Invoice	11/22/2023	PENN AVE WIDENING PROJECT	0.00	979,476.46	
	<u>500-0000-8030-0000</u>		INFRASTRUCTURE IMPRO		979,476.46	
3831	ANIMAL PEST MANAGEMENT SERVICES, INC	11/22/2023	Virtual Payment	0.00	685.00	APA006418

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
691270	Invoice	11/22/2023	Pest Control for City Properties	0.00	685.00	
	<u>100-6000-7068-6025</u>		CONTRACTUAL SVC - CITY		130.00	
	<u>100-6000-7068-6026</u>		CONTRACTUAL SVC - CITY		65.00	
	<u>100-6000-7068-6032</u>		CONTRACTUAL SVC - CITY		45.00	
	<u>100-6000-7068-6040</u>		CONTRACTUAL SVC - POLI		75.00	
	<u>100-6000-7068-6041</u>		CONTRACTUAL SVC - POLI		45.00	
	<u>100-6000-7068-6045</u>		CONTRACTUAL SVC - COM		130.00	
	<u>100-6000-7068-6055</u>		CONTRACTUAL SVC - FIRE		65.00	
	<u>750-7000-7068-0000</u>		CONTRACTUAL SERVICES		65.00	
	<u>750-7300-7068-0000</u>		CONTRACTUAL SERVICES		65.00	
2618	AT&T MOBILITY	11/22/2023	Virtual Payment	0.00	1,287.68	APA006419
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>287302055450X1</u>	Invoice	11/22/2023	PHONE UTILITY	0.00	1,287.68	
	<u>100-1230-7015-6040</u>		TELEPHONE (POLICE DPT)		1,287.68	
4388	BABCOCK LABORATORIES, INC	11/22/2023	Virtual Payment	0.00	10.00	APA006420
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>SINV110390</u>	Invoice	11/22/2023	WWTP- ANALYTICAL SERVICES	0.00	10.00	
	<u>700-4050-7068-0000</u>		CONTRACTUAL SERVICES		10.00	
1127	BEAUMONT DO IT BEST HOME CENTER	11/22/2023	Virtual Payment	0.00	50.32	APA006421
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>535537</u>	Invoice	11/22/2023	DEPT SUPPLIES	0.00	61.04	
	<u>100-2050-7070-0000</u>		SPECIAL DEPT SUPPLIES		61.04	
<u>535544</u>	Credit Memo	11/22/2023	DEPT SUPPLIES	0.00	-10.72	
	<u>100-2050-7070-0000</u>		SPECIAL DEPT SUPPLIES		-10.72	
4175	BRIGHTVIEW LANDSCAPE SERVICES, INC	11/22/2023	Virtual Payment	0.00	6,658.92	APA006422
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>8669398</u>	Invoice	11/22/2023	Sports Park Field Lighting & Expansion Pro	0.00	3,554.60	
	<u>500-0000-8990-0000</u>		CAPITAL OUTLAY		3,554.60	
<u>8674500</u>	Invoice	11/22/2023	Landscape and Shrub Maintenance of City	0.00	3,104.32	
	<u>100-6050-7068-0000</u>		CONTRACTUAL SERVICES		3,104.32	
1250	CHAMBERS GROUP, INC	11/22/2023	Virtual Payment	0.00	627.90	APA006423
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>36807</u>	Invoice	11/22/2023	PASS THROUGH - ENV2019-0010	0.00	627.90	
	<u>100-0000-2500-0000</u>		HELD ON DEPOSIT-PLANN		627.90	
1302	CLINICAL LABORATORY OF SAN BERNARDINO, I	11/22/2023	Virtual Payment	0.00	4,696.50	APA006424
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>2301450</u>	Invoice	11/22/2023	CLINICAL LABS	0.00	4,696.50	
	<u>700-4050-7068-0000</u>		CONTRACTUAL SERVICES		4,696.50	
4886	DALKE & SONS CONSTRUCTION, INC	11/22/2023	Virtual Payment	0.00	148,375.75	APA006425
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>APPLICATION 5</u>	Invoice	11/22/2023	CITY HALL RENOVATION	0.00	148,375.75	
	<u>500-0000-8030-0000</u>		INFRASTRUCTURE IMPRO		148,375.75	
2937	DIAMOND ENVIRONMENTAL SERVICES LP	11/22/2023	Virtual Payment	0.00	2,513.00	APA006426

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>0004797327</u>	Invoice	11/22/2023	DEPT SUPPLIES	0.00	140.37	
	<u>100-6050-7070-5500</u>		SPEC DEPT EXP - STEWAR		140.37	
<u>0004986178</u>	Invoice	11/22/2023	RECREATION PROGRAMS	0.00	1,744.60	
	<u>100-1550-7040-0000</u>		RECREATION PROGRAMS		1,744.60	
<u>0005029789</u>	Invoice	11/22/2023	RECREATION PROGRAMS	0.00	395.80	
	<u>100-1550-7040-0000</u>		RECREATION PROGRAMS		395.80	
<u>0005029901</u>	Invoice	11/22/2023	RECREATION PROGRAMS	0.00	85.20	
	<u>100-1550-7040-0000</u>		RECREATION PROGRAMS		85.20	
<u>0005033927</u>	Invoice	11/22/2023	DEPT SUPPLIES	0.00	147.03	
	<u>100-6050-7070-5500</u>		SPEC DEPT EXP - STEWAR		147.03	
1501	FAIRVIEW FORD	11/22/2023	Virtual Payment	0.00	493.29	APA006427
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
<u>044010</u>	Invoice	11/22/2023	VEHICLES	0.00	493.29	
	<u>600-5050-8060-0000</u>		VEHICLE REPLACEMENT E		493.29	
4586	FEHR & PEERS	11/22/2023	Virtual Payment	0.00	5,830.00	APA006428
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
<u>169491</u>	Invoice	11/22/2023	PW2021-0763	0.00	5,100.00	
	<u>100-0000-2525-0000</u>		HELD ON DEPOSIT-PUBLI		5,100.00	
<u>169492</u>	Invoice	11/22/2023	PW2023-1006	0.00	730.00	
	<u>100-0000-2525-0000</u>		HELD ON DEPOSIT-PUBLI		730.00	
4521	FIRE RISK MANAGEMENT SERVICES	11/22/2023	Virtual Payment	0.00	188,792.23	APA006429
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
<u>DECEMBER 2023</u>	Invoice	11/22/2023	EMPLOYEE MEDICAL INSURANCE	0.00	188,792.23	
	<u>100-0000-2200-0000</u>		HEALTH INSURANCE		188,792.23	
1533	FRONTIER COMMUNICATIONS	11/22/2023	Virtual Payment	0.00	2,271.98	APA006430
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
<u>213-180-1992-06</u>	Invoice	11/22/2023	PHONE UTILITY	0.00	290.98	
	<u>100-1230-7015-6045</u>		TELEPHONE (COMM CTR)		290.98	
<u>951-197-1653-06</u>	Invoice	11/22/2023	PHONE UTILITY	0.00	864.00	
	<u>700-4050-7015-0000</u>		TELEPHONE		864.00	
<u>951-769-5188-04</u>	Invoice	11/22/2023	PHONE UTILITY	0.00	499.94	
	<u>100-1230-7015-6045</u>		TELEPHONE (COMM CTR)		499.94	
<u>951-769-8534-04</u>	Invoice	11/22/2023	PHONE UTILITY	0.00	425.62	
	<u>700-4050-7015-0000</u>		TELEPHONE		425.62	
<u>951-845-8855-09</u>	Invoice	11/22/2023	PHONE UTILITY	0.00	64.68	
	<u>100-1230-7015-6061</u>		TELEPHONE		64.68	
<u>951-845-9839-09</u>	Invoice	11/22/2023	PHONE UTILITY	0.00	126.76	
	<u>100-1230-7015-6041</u>		TELEPHONE (PD ANNEX)		126.76	
4825	GARDA CL WEST, INC	11/22/2023	Virtual Payment	0.00	51.48	APA006431
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
<u>20585790</u>	Invoice	11/22/2023	BANKING FEES	0.00	51.48	
	<u>100-1225-7051-0000</u>		BANKING FEES		51.48	
3222	GEA MECHANICAL EQUIPMENT US, INC	11/22/2023	Virtual Payment	0.00	11,339.00	APA006432

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
3586518619	Invoice	11/22/2023	Repair Services	0.00	5,669.50	
	<u>700-4050-7068-0000</u>		CONTRACTUAL SERVICES		1,141.10	
	<u>700-4050-7068-0000</u>		CONTRACTUAL SERVICES		4,528.40	
3586518620	Invoice	11/22/2023	Repair Services	0.00	5,669.50	
	<u>700-4050-7068-0000</u>		CONTRACTUAL SERVICES		4,439.96	
	<u>700-4050-7068-0000</u>		CONTRACTUAL SERVICES		1,229.54	
3874	GENERAC POWER SYSTEMS INC	11/22/2023	Virtual Payment	0.00	10,266.81	APA006433
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
87967-1	Invoice	11/22/2023	ES Generac Emergency Rental	0.00	10,266.81	
	<u>700-4051-7900-0000</u>		CONTINGENCY COSTS		10,266.81	
5130	GLOBAL POWER SUPPLY, LLC	11/22/2023	Virtual Payment	0.00	95,414.25	APA006434
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
10332-002 R1	Invoice	11/22/2023	GLOBAL POWER GENERATOR	0.00	95,414.25	
	<u>700-4051-7900-0000</u>		CONTINGENCY COSTS		5,443.00	
	<u>700-4051-7900-0000</u>		CONTINGENCY COSTS		6,471.25	
	<u>700-4051-7900-0000</u>		CONTINGENCY COSTS		83,500.00	
1577	GOPHER PATROL	11/22/2023	Virtual Payment	0.00	2,350.00	APA006435
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
2556C	Invoice	11/22/2023	Rodent Control for City Parks and Parkway	0.00	2,350.00	
	<u>100-6050-7068-0000</u>		CONTRACTUAL SERVICES		2,350.00	
2589	IDC CONSULTING ENGINEERS, INC	11/22/2023	Virtual Payment	0.00	205,364.87	APA006436
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
215-18-10-007	Invoice	11/22/2023	Pennsylvania Grade Sep Engineering Desi	0.00	205,364.87	
	<u>500-0000-7068-0000</u>		CONTRACTUAL SERVICE		205,364.87	
1704	JAYTOWN INDUSTRIES, INC.	11/22/2023	Virtual Payment	0.00	1,366.73	APA006437
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
5385	Invoice	11/22/2023	VEHICLES - DECALS	0.00	1,366.73	
	<u>100-6050-7001-0000</u>		ADMIN OVERHEAD		1,366.73	
3683	MASTER'S COFFEE AND WATER	11/22/2023	Virtual Payment	0.00	73.98	APA006438
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
000000876448	Invoice	11/22/2023	OFFICE SUPPLIES	0.00	73.98	
	<u>700-4050-7025-0000</u>		OFFICE SUPPLIES		73.98	
4192	MISSION COMMUNICATIONS, LLC	11/22/2023	Virtual Payment	0.00	2,633.40	APA006439
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
1081774	Invoice	11/22/2023	BRINE LINE MAINTENANCE	0.00	2,633.40	
	<u>700-4050-7089-0000</u>		BRINE LINE MAINTENANC		2,633.40	
1984	NAPA AUTO PARTS	11/22/2023	Virtual Payment	0.00	101.26	APA006440
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
206732	Invoice	11/22/2023	VEHICLE MAINTENANCE	0.00	19.37	
	<u>100-6050-7037-0000</u>		VEHICLE MAINTENANCE		19.37	
207188	Invoice	11/22/2023	VEHICLE MAINTENANCE	0.00	50.10	
	<u>100-6050-7037-0000</u>		VEHICLE MAINTENANCE		50.10	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<u>207190</u>	Invoice 100-6000-7037-0000	11/22/2023	VEHICLE MAINTENANCE VEHICLE MAINTENANCE	0.00	31.79	
5086	NIXON EGLI EQUIPMENT COMPANY	11/22/2023	Virtual Payment	0.00	53,391.93	APA006441
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>E01498</u>	Invoice 100-3100-8040-0000	11/22/2023	HAMM Dual Drum Roller EQUIPMENT	0.00	53,391.93	
2009	O'REILLY AUTO PARTS	11/22/2023	Virtual Payment	0.00	209.55	APA006442
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>2678-148567</u>	Invoice 700-4050-7037-0000	11/22/2023	VEHICLE MAINTENANCE VEHICLE MAINTENANCE	0.00	49.12	
<u>2678-150738</u>	Invoice 100-6050-7037-0000	11/22/2023	VEHICLE MAINTENANCE VEHICLE MAINTENANCE	0.00	132.53	
<u>2678-150800</u>	Invoice 100-6050-7037-0000	11/22/2023	VEHICLE MAINTENANCE VEHICLE MAINTENANCE	0.00	22.52	
<u>2678-153277</u>	Invoice 100-6050-7037-0000	11/22/2023	VEHICLE MAINTENANCE VEHICLE MAINTENANCE	0.00	5.38	
4809	PACIFIC PREMIER BANK	11/22/2023	Virtual Payment	0.00	49,644.45	APA006443
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>APPLICATION 15</u>	Invoice 500-0000-8030-0000	11/22/2023	Retention Funds for Kemcorp (CIP2017-02 INFRASTRUCTURE IMPRO	0.00	49,644.45	
2039	PARKHOUSE TIRE, INC.	11/22/2023	Virtual Payment	0.00	3,527.92	APA006444
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>2010853971</u>	Invoice 100-3250-7037-0000	11/22/2023	VEHICLE MAINTENANCE VEHICLE MAINTENANCE	0.00	137.38	
<u>2010855670</u>	Invoice 100-3100-7037-0000	11/22/2023	VEHICLE MAINTENANCE VEHICLE MAINTENANCE	0.00	489.38	
<u>2010856394</u>	Invoice 100-3250-7037-0000	11/22/2023	VEHICLE MAINTENANCE VEHICLE MAINTENANCE	0.00	2,552.39	
<u>2010856466</u>	Invoice 100-3250-7037-0000	11/22/2023	VEHICLE MAINTENANCE VEHICLE MAINTENANCE	0.00	348.77	
3652	PRUDENTIAL OVERALL SUPPLY	11/22/2023	Virtual Payment	0.00	532.34	APA006445
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>23561886</u>	Invoice 100-3250-7065-0000	11/22/2023	STREETS UNIFORM CITY UNIFORMS	0.00	89.76	
<u>23565437</u>	Invoice 100-3250-7065-0000	11/22/2023	STREETS UNIFORM CITY UNIFORMS	0.00	90.73	
<u>23565440</u>	Invoice 100-6050-7065-0000	11/22/2023	Uniforms for Building Maintenance/Grou CITY UNIFORMS	0.00	133.77	
<u>23567868</u>	Invoice 700-4050-7065-0000 700-4051-7065-0000	11/22/2023	WW - PRUDENTIAL UNIFORMS UNIFORMS	0.00	85.95	
<u>23567869</u>	Invoice 100-6050-7065-0000	11/22/2023	Uniforms for Building Maintenance/Grou CITY UNIFORMS	0.00	132.13	
5060	RESTAURANT SUPPLY, LLC	11/22/2023	Virtual Payment	0.00	5,008.41	APA006446

Check Report

Date Range: 11/18/2023 - 11/27/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>INV-409845</u>	Invoice	11/22/2023	Replacement Fridge for Fire Station 66	0.00	5,008.41	
	<u>100-6000-7085-6055</u>	BLDG MAINT- FIRE STATIO	Fridge for Fire Station 66	5,008.41		
4428	RHA LANDSCAPE ARCHITECTS-PLANNERS, INC.	11/22/2023	Virtual Payment	0.00	5,890.00	APA006447
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>0902382</u>	Invoice	11/22/2023	Parks and Community Services Master Pla	0.00	5,890.00	
	<u>500-0000-7068-0000</u>	CONTRACTUAL SERVICE	Parks and Community Services	5,890.00		
4115	SAN BERNARDINO VALLEY MUNICIPAL WATER	11/22/2023	Virtual Payment	0.00	28,588.50	APA006448
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>4203</u>	Invoice	11/22/2023	O&M CHARGE AND PER GALLON DISCHAR	0.00	28,588.50	
	<u>700-4050-7089-0000</u>	BRINE LINE MAINTENANC	O&M CHARGE AND PER GALLO	28,588.50		
3835	SEGURA FAMILY INVESTMENT INC	11/22/2023	Virtual Payment	0.00	331.82	APA006449
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>3587R</u>	Invoice	11/22/2023	VEHICLE MAINTENANCE	0.00	331.82	
	<u>700-4050-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	331.82		
4680	SHAK ENTERPRISES, INC	11/22/2023	Virtual Payment	0.00	465.37	APA006450
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>425081</u>	Invoice	11/22/2023	VEHICLE MAINTENANCE	0.00	465.37	
	<u>100-2050-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	465.37		
3498	SKM ENGINERRING LLC	11/22/2023	Virtual Payment	0.00	3,578.75	APA006451
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>25918</u>	Invoice	11/22/2023	SKM - WWTP	0.00	3,578.75	
	<u>700-4050-7068-0000</u>	CONTRACTUAL SERVICES	SKM - WWTP	3,578.75		
2429	TK ELEVATOR CORP	11/22/2023	Virtual Payment	0.00	1,938.00	APA006452
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>3007509580</u>	Invoice	11/22/2023	Elevator Service for 252 4th St. and CRC	0.00	1,938.00	
	<u>100-6000-7068-6045</u>	CONTRACTUAL SVC- COM	Annual Elevator Service for CRC	1,938.00		
2435	TLMA ADMINISTRATION COUNTY OF RIV	11/22/2023	Virtual Payment	0.00	644.98	APA006453
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>T10000017016</u>	Invoice	11/22/2023	SHARED TRAFFIC SIGNALS WITH RIVERSID	0.00	513.47	
	<u>100-3250-7010-0000</u>	UTILITIES	SHARED TRAFFIC SIGNALS WITH	513.47		
<u>T10000017039</u>	Invoice	11/22/2023	SHARED TRAFFIC SIGNALS WITH RIVERSID	0.00	131.51	
	<u>100-3250-7010-0000</u>	UTILITIES	SHARED TRAFFIC SIGNALS WITH	131.51		
4894	TOSHIBA INTERNATIONAL CORPORATION	11/22/2023	Virtual Payment	0.00	11,143.15	APA006454
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>90399469</u>	Invoice	11/22/2023	Toshiba Flow Meters	0.00	11,143.15	
	<u>710-0000-8030-0000</u>	CAPITAL IMPROVEMENT	GF63225ANBA1/GFR25; Remot	2,996.50		
	<u>710-0000-8030-0000</u>	CAPITAL IMPROVEMENT	GF63230ANBA1/GFR30; Remot	7,985.67		
	<u>710-0000-8030-0000</u>	CAPITAL IMPROVEMENT	Toshiba Flow Meters	160.98		
4553	TROJAN TECHNOLOGIES GROUP ULC	11/22/2023	Virtual Payment	0.00	8,678.56	APA006455

Check Report

Date Range: 11/18/2023 - 11/27/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>200/17002</u>	Invoice	11/22/2023	Hydraulic Cylinders	0.00	8,678.56	
	<u>700-4050-7070-0000</u>		SPECIAL DEPT SUPPLIES		476.00	
	<u>700-4050-7070-0000</u>		SPECIAL DEPT SUPPLIES		8,202.56	
2456	TURF STAR, INC.	11/22/2023	Virtual Payment	0.00	6,091.67	APA006456
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>2347571-00</u>	Invoice	11/22/2023	DEPT SUPPLIES	0.00	3,885.19	
	<u>100-6050-7070-0000</u>		SPECIAL DEPT SUPPLIES		3,885.19	
<u>7297464-00</u>	Invoice	11/22/2023	EQUIPMENT SUPPLIES/ MAINT	0.00	219.52	
	<u>100-6050-7090-0000</u>		EQUIP SUPPLIES/MAINT		219.52	
<u>7300989-00</u>	Invoice	11/22/2023	EQUIPMENT SUPPLIES/ MAINT	0.00	1,158.25	
	<u>100-6050-7090-0000</u>		EQUIP SUPPLIES/MAINT		1,158.25	
<u>7306665-00</u>	Invoice	11/22/2023	VEHICLE MAINTENANCE	0.00	828.71	
	<u>100-6050-7037-0000</u>		VEHICLE MAINTENANCE		828.71	
4992	UNIVAR SOLUTIONS USA, INC	11/22/2023	Virtual Payment	0.00	3,975.98	APA006457
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>51610535</u>	Invoice	11/22/2023	CHEMICALS WWTP	0.00	1,454.63	
	<u>700-4050-7070-0000</u>		SPECIAL DEPT SUPPLIES		1,454.63	
<u>51628641</u>	Invoice	11/22/2023	CHEMICALS WWTP	0.00	2,521.35	
	<u>700-4050-7070-0000</u>		SPECIAL DEPT SUPPLIES		2,521.35	
2484	VERIZON	11/22/2023	Virtual Payment	0.00	708.32	APA006458
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>9949017309</u>	Invoice	11/22/2023	PHONE UTILITY	0.00	708.32	
	<u>100-1230-7015-6040</u>		TELEPHONE (POLICE DPT)		708.32	

Bank Code AP BANK WF Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	13	13	0.00	24,971.79
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
Virtual Payments	74	43	0.00	2,846,851.06
	87	56	0.00	2,871,822.85

Check Report

Date Range: 11/18/2023 - 11/27/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP PY VEND	WF-AP PAYROLL VENDOR - AP PAYABLES WF					
3229	ICMA - RC	11/22/2023	EFT	0.00	3,742.02	756
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>INV0002258</u>	Invoice	11/17/2023	MSQ (%%)	0.00	816.58	
	<u>100-0000-2075-0000</u>		DEFERRED COMPENSATI		816.58	
<u>INV0002259</u>	Invoice	11/17/2023	MSQ (AMT)	0.00	2,788.24	
	<u>100-0000-2075-0000</u>		DEFERRED COMPENSATI		2,788.24	
<u>INV0002260</u>	Invoice	11/17/2023	MSQ LOAN	0.00	137.20	
	<u>100-0000-2075-0000</u>		DEFERRED COMPENSATI		137.20	
2264	SEIU	11/22/2023	EFT	0.00	3,383.97	757
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>CM0000283</u>	Credit Memo	11/17/2023	SEIU DUES	0.00	-2.99	
	<u>100-0000-2061-0000</u>		P.E.R.C. DUES & INS		-2.99	
<u>INV0002255</u>	Invoice	11/17/2023	SEIU DUES	0.00	115.00	
	<u>100-0000-2061-0000</u>		P.E.R.C. DUES & INS		115.00	
<u>INV0002262</u>	Invoice	11/17/2023	SEIU DUES	0.00	3,271.96	
	<u>100-0000-2061-0000</u>		P.E.R.C. DUES & INS		3,271.96	

Check Report

Date Range: 11/18/2023 - 11/27/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
4522	AMERICAN FIDELITY ASSURANCE COMPANY	11/22/2023	Regular	0.00	7,621.30	111980
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>11/17/23 ADJ</u>	Credit Memo	11/22/2023	ADJUSTMENT FOR DUPE PYMT	0.00	-88.72	
	<u>100-0000-2046-0000</u>		AMERICAN FIDELITY VOL ADJUSTMENT FOR DUPE PYMT		-88.72	
<u>INV0002197</u>	Invoice	11/03/2023	AMERICAN FIDELITY	0.00	442.85	
	<u>100-0000-2046-0000</u>		AMERICAN FIDELITY VOL AF ACCIDENT		442.85	
<u>INV0002198</u>	Invoice	11/03/2023	AMERICAN FIDELITY	0.00	171.16	
	<u>100-0000-2046-0000</u>		AMERICAN FIDELITY VOL AF ACCIDENT - POST		171.16	
<u>INV0002199</u>	Invoice	11/03/2023	AMERICAN FIDELITY	0.00	276.19	
	<u>100-0000-2046-0000</u>		AMERICAN FIDELITY VOL AF CANCER		276.19	
<u>INV0002200</u>	Invoice	11/03/2023	AMERICAN FIDELITY	0.00	58.70	
	<u>100-0000-2046-0000</u>		AMERICAN FIDELITY VOL AF CANCER - POST		58.70	
<u>INV0002201</u>	Invoice	11/03/2023	AMERICAN FIDELITY	0.00	103.38	
	<u>100-0000-2046-0000</u>		AMERICAN FIDELITY VOL AF CRITICAL ILLNESS - POST		103.38	
<u>INV0002202</u>	Invoice	11/03/2023	AMERICAN FIDELITY	0.00	1,487.26	
	<u>100-0000-2046-0000</u>		AMERICAN FIDELITY VOL AF DISABILITY - POST		1,487.26	
<u>INV0002203</u>	Invoice	11/03/2023	AMERICAN FIDELITY	0.00	46.27	
	<u>100-0000-2046-0000</u>		AMERICAN FIDELITY VOL AF TERM LIFE		46.27	
<u>INV0002204</u>	Invoice	11/03/2023	AMERICAN FIDELITY	0.00	158.27	
	<u>100-0000-2046-0000</u>		AMERICAN FIDELITY VOL AF GHI - POST		158.27	
<u>INV0002205</u>	Invoice	11/03/2023	AMERICAN FIDELITY	0.00	210.95	
	<u>100-0000-2046-0000</u>		AMERICAN FIDELITY VOL AF TERM LIFE		210.95	
<u>INV0002206</u>	Invoice	11/03/2023	AMERICAN FIDELITY	0.00	944.34	
	<u>100-0000-2046-0000</u>		AMERICAN FIDELITY VOL AF TERM LIFE - POST		944.34	
<u>INV0002228</u>	Invoice	11/14/2023	AMERICAN FIDELITY	0.00	29.95	
	<u>100-0000-2046-0000</u>		AMERICAN FIDELITY VOL AF ACCIDENT		29.95	
<u>INV0002229</u>	Invoice	11/14/2023	AMERICAN FIDELITY	0.00	9.38	
	<u>100-0000-2046-0000</u>		AMERICAN FIDELITY VOL AF ACCIDENT - POST		9.38	
<u>INV0002230</u>	Invoice	11/14/2023	AMERICAN FIDELITY	0.00	28.00	
	<u>100-0000-2046-0000</u>		AMERICAN FIDELITY VOL AF TERM LIFE - POST		28.00	
<u>INV0002244</u>	Invoice	11/17/2023	AMERICAN FIDELITY	0.00	412.90	
	<u>100-0000-2046-0000</u>		AMERICAN FIDELITY VOL AF ACCIDENT		412.90	
<u>INV0002245</u>	Invoice	11/17/2023	AMERICAN FIDELITY	0.00	161.78	
	<u>100-0000-2046-0000</u>		AMERICAN FIDELITY VOL AF ACCIDENT - POST		161.78	
<u>INV0002246</u>	Invoice	11/17/2023	AMERICAN FIDELITY	0.00	276.19	
	<u>100-0000-2046-0000</u>		AMERICAN FIDELITY VOL AF CANCER		276.19	
<u>INV0002247</u>	Invoice	11/17/2023	AMERICAN FIDELITY	0.00	58.70	
	<u>100-0000-2046-0000</u>		AMERICAN FIDELITY VOL AF CANCER - POST		58.70	
<u>INV0002248</u>	Invoice	11/17/2023	AMERICAN FIDELITY	0.00	103.38	
	<u>100-0000-2046-0000</u>		AMERICAN FIDELITY VOL AF CRITICAL ILLNESS - POST		103.38	
<u>INV0002249</u>	Invoice	11/17/2023	AMERICAN FIDELITY	0.00	1,398.54	
	<u>100-0000-2046-0000</u>		AMERICAN FIDELITY VOL AF DISABILITY - POST		1,398.54	
<u>INV0002250</u>	Invoice	11/17/2023	AMERICAN FIDELITY	0.00	46.27	
	<u>100-0000-2046-0000</u>		AMERICAN FIDELITY VOL AF TERM LIFE		46.27	
<u>INV0002251</u>	Invoice	11/17/2023	AMERICAN FIDELITY	0.00	158.27	
	<u>100-0000-2046-0000</u>		AMERICAN FIDELITY VOL AF GHI - POST		158.27	
<u>INV0002252</u>	Invoice	11/17/2023	AMERICAN FIDELITY	0.00	210.95	
	<u>100-0000-2046-0000</u>		AMERICAN FIDELITY VOL AF TERM LIFE		210.95	
<u>INV0002253</u>	Invoice	11/17/2023	AMERICAN FIDELITY	0.00	916.34	
	<u>100-0000-2046-0000</u>		AMERICAN FIDELITY VOL AF TERM LIFE - POST		916.34	
	Void	11/22/2023	Regular	0.00	0.00	111981

Check Report

Date Range: 11/18/2023 - 11/27/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
4563	AMERICAN FIDELITY ASSURANCE COMPANY FS	11/22/2023	Regular	0.00	1,789.93	111982
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>INV0002256</u>	Invoice	11/17/2023	AMERICAN FIDELITY	0.00	608.33	
	<u>100-0000-2056-0000</u>		DEPENDENT CARE SPEND		608.33	
<u>INV0002257</u>	Invoice	11/17/2023	AMERICAN FIDELITY	0.00	1,181.60	
	<u>100-0000-2055-0000</u>		FLEX SPENDING ACCOUN		1,181.60	
1139	BEAUMONT POLICE OFFICERS ASSOCIATION	11/22/2023	Regular	0.00	4,330.00	111983
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>INV0002231</u>	Invoice	11/14/2023	BPOA DUES	0.00	75.00	
	<u>100-0000-2035-0000</u>		C.O.P.S. DUES		75.00	
<u>INV0002254</u>	Invoice	11/17/2023	BPOA DUES	0.00	4,255.00	
	<u>100-0000-2035-0000</u>		C.O.P.S. DUES		4,255.00	
4529	TEXAS LIFE INSURANCE COMPANY	11/22/2023	Regular	0.00	1,610.75	111984
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>11/16/23 ADJ</u>	Invoice	11/22/2023	PYMT ADJ FOR TEXAS LIFE	0.00	0.11	
	<u>100-0000-4825-0000</u>		MISCELLANEOUS REVENU		0.11	
<u>INV0002216</u>	Invoice	11/03/2023	TEXAS LIFE INSURANCE	0.00	830.82	
	<u>100-0000-2044-0000</u>		TEXAS LIFE VOLUNTARY		830.82	
<u>INV0002263</u>	Invoice	11/17/2023	TEXAS LIFE INSURANCE	0.00	779.82	
	<u>100-0000-2044-0000</u>		TEXAS LIFE VOLUNTARY		779.82	

Bank Code AP PY VEND WF Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	31	4	0.00	15,351.98
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	6	2	0.00	7,125.99
Virtual Payments	0	0	0.00	0.00
	37	7	0.00	22,477.97

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	44	17	0.00	40,323.77
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	6	2	0.00	7,125.99
Virtual Payments	74	43	0.00	2,846,851.06
	124	63	0.00	2,894,300.82

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	11/2023	2,894,300.82
			2,894,300.82



CITY COUNCIL CLOSED & REGULAR SESSION MINUTES

**November 21, 2023
Closed Session: 5:00 PM Regular Meeting: 6:00 PM
550 E. Sixth Street, Beaumont, CA**

Materials related to an item on this agenda submitted to the City Council after distribution of the agenda packets are available for public inspection in the City Clerk's office at 550 E. 6th Street during normal business hours

CLOSED SESSION

A. CALL TO ORDER at 4:35 p.m.

Present: Mayor Martinez, Mayor Pro Tem Fenn, Council Member Lara, Council Member Voigt (in attendance at 4:40 p.m.), Council Member White

B. PUBLIC COMMENTS REGARDING CLOSED SESSION

None

B.1 Conference with Legal Counsel Regarding Anticipated Litigation Pursuant to Government Code Section 54956.9(d)(2) and/or (3)

One Claim: (i) Kristen Fernley.

**Motion by Council Member White
Second by Council Member Lara**

Authorization to defend the case when/if lawsuit is filed.

Approved by a unanimous vote.

- B.2 Conference with Legal Counsel Regarding Existing Litigation Pursuant to Government Code Section 54956.9(d)(1)

Dennis Baker v. City of Beaumont, et. al. Riv. Co. Sup. Ct. Case No. CVRI2304687.

**Motion by Council Member White
Second by Council Member Voigt**

To defend the case and officer Salinas.

Approved by a unanimous vote.

- B.3 Conference with Legal Counsel Regarding Existing Litigation Pursuant to Government Code Section 54956.9(d)(1)

Scott Joseph Faulkner v. Alan Heidrech, U.S. Dist. Ct., Central Dist., Case. No. 5:23-cv-01784-ODW(JDE).

**Motion by Council Member White
Second by Mayor Pro Tem Fenn**

To defend and indemnify Officer Heidrech, Det. Lynn, and Sgt Harris and assigning the defense of the named officers to Manning and Kass.

Approved by a unanimous vote.

- B.4 Conference with Legal Counsel Regarding Existing Litigation Pursuant to Government Code Section 54956.9(d)(1)

City of San Diego, et al. ex. rel Blackbird Special Project, LLP v. Invitation Homes, Inc., Case No. 22-CV-00260 (Southern District of California).

**Motion by Council Member White
Second by Mayor Pro Tem Fenn**

To direct to not intervene in the action

Approved by a unanimous vote.

- B.5 Conference with Legal Counsel Regarding Pending Litigation Pursuant to Government Code Section 54956.9(d)(1)

One Case: Beaumont v PB 240, LLC; DTOUR Production, Inc.; Shanna Bottoni- Olive; Jamari Olive (Case No: CVRI 2305764).

No reportable action.

- B.6 Conference with Legal Counsel Regarding Potential Initiation of Litigation Pursuant to Government Code Section 54956.9(d)(4)

One potential case.

No reportable action.

B.7 Conference with Labor Negotiators - Pursuant to Code Section 54956
City Designated Representatives City Manager Elizabeth Gibbs and
Administrative Services Director Kari Mendoza. Employee Organizations:
SEIU

Motion by Mayor Martinez

Second by Mayor Pro Tem Fenn

To approve Side Letter No 1. With SEIU.

Approved by a unanimous vote.

REGULAR SESSION

D. CALL TO ORDER at 6:19 p.m.

Mayor Martinez, Mayor Pro Tem Fenn, Council Member Lara, Council Member
Voigt, Council Member White

Report out from Closed Session: *see above*

Action on any Closed Session Items: **None**

Action of any Requests for Excused Absence: **None**

Pledge of Allegiance

Invocation

Adjustments to the Agenda: **None**

Conflict of Interest Disclosure: **None**

E. ANNOUNCEMENTS / RECOGNITION / PROCLAMATIONS / CORRESPONDENCE

E.1 Beaumont Police Explorer Post Recognition

F. PUBLIC COMMENT PERIOD (ITEMS NOT ON THE AGENDA)

None

G. CONSENT CALENDAR

*Items on the consent calendar are taken as one action item unless an item is pulled
for further discussion here or at the end of action items. Approval of all Ordinances
and Resolutions to be read by title only.*

Request to pull items G3 and G5 for discussion.

**Motion by Mayor Pro Tem Fenn
Second by Mayor Martinez**

To approve items G1, G2, G4, G6 - G9

Approved by a unanimous vote.

G.1 Ratification of Warrants

Ratify Warrants dated:

October 23, 2023

October 26, 2023

November 2, 2023

November 9, 2023

G.2 Approval of Minutes

Approve Minutes dated November 7, 2023.

G.4 Offer of Dedication for First Street and Pennsylvania Avenue

A Resolution of the City of Beaumont Authorizing the Mayor to Accept the Offer of Dedication for the N/W Corner of First Street and Pennsylvania Avenue for Public Street and Highway Purposes.

Waive the full reading and adopt by title only, “A Resolution of The City of Beaumont Authorizing the Mayor to Accept the Offer of Dedication for the N/W Corner of First Street and Pennsylvania Avenue for Public Street and Highway Purposes;” Approve the Certificate of Acceptance; and record the Offer of Dedication documents with the Riverside County Clerk Recorder’s Office.

G.6 The Purchase of a New 12-Yard Dump Truck

Pre-approval for the purchase of dump truck within Fiscal Year 2023-24.

Provide pre-approval for the purchase of a new 12-yard dump truck in an amount not to exceed \$250,000.

G.7 Approval of Trustee Requisition 075 for Use of Bond Proceeds to Reimburse the City of Beaumont for the Fire Station No. 106 Project in the Amount of \$39,644.27

Requisition 075 to send to Trustee for disbursement of bond proceeds to the City of Beaumont for Capital Improvement Project 2017-028.

Approve the City Manager to sign Requisition 075 to send to Trustee for disbursement of bond proceeds to the City of Beaumont.

G.8 Approval of Trustee Requisition 076 for Use of Bond Proceeds to Reimburse the City of Beaumont for the Fire Station No. 106 Project in the Amount of \$486,235.95

Requisition 076 to send to Trustee for disbursement of bond proceeds to the City of Beaumont for Capital Improvement Project 2017-028.

Approve the City Manager to sign Requisition 076 to send to Trustee for disbursement of bond proceeds to the City of Beaumont.

- G.9 Second Reading to Amend Sections 2.08.100 and 2.08.150 of the Beaumont Municipal Code Pertaining to Compensation of the City Council, City Treasurer and City Clerk Following the Adoption of Senate Bill 329

Staff was directed by City Council on October 3, 2023, to prepare a draft ordinance amending the salaries of members of the City Council, the City Treasurer and the City Clerk aligning with Senate Bill 329 and applicable law.

Waive the full second reading and adopt by title only, “An Ordinance of the City Council of the City of Beaumont, California, Amending Title 2, Chapter 2.08, Section 2.08.100 – ‘City Council—Salaries’ and Section 2.08.150 – ‘City Treasurer and City Clerk—Salaries’ of the Beaumont Municipal Code”.

- G.3 Traffic Signals at Pennsylvania Avenue and First Street – Capital Improvement Project 2017-009

Increase the construction contingency for the Pennsylvania Avenue Widening Project to include the \$430,000 that was authorized by City Council on 2023 for the addition of traffic signals at Pennsylvania Avenue and First Street.

**Motion by Council Member White
Second by Council Member Voigt**

Increase the construction contingency for the Pennsylvania Avenue Widening Project to \$1,177,000; and authorize the City Manager to sign change orders up to \$1,177,000.

Approved by a unanimous vote

- G.5 Performance Bond Exoneration

Performance bond exoneration for force main improvements associated with Tract Map No. 27971, sewer improvements associated with Tract Map No. 27971-7, and offsite improvements associated with Parcel Map No. 37938.

**Motion by Council Member Lara
Second by Council Member White**

Authorize City staff to issue a Bond Exoneration Letter for Performance and Payment Bonds and Accept Maintenance Bonds for (Project / Bond Number / Improvement / Maintenance Bond Number):

- **Tract Map No. 27971/ 1001053559 / Force Main / 1001053559-M**
- **Tract Map No. 27971-7/ 1154352 / Sewer / LICX1978526**
- **Parcel Map No. 37938/ LICX1203090 / Offsite / 5326004**

Approved by a unanimous vote

H. YOUTH COUNCIL REPORT

Report out from Member Ugapo from the November 14, 2023, meeting.

I. PUBLIC HEARINGS

Approval of all Ordinances and Resolutions to be read by title only.

- I.1 Public Hearing and Consideration of Amendments to Beaumont Municipal Code Chapter 5.66 Sidewalk Vending

Proposed amendments to Beaumont Municipal Code Chapter 5.66 Sidewalk Vending to ensure public health, safety and welfare.

Public Hearing opened at 6:35 p.m.

No comments

Public Hearing closed at 6:36 p.m.

**Motion by Council Member Voigt
Second by Council Member White**

To continue the public hearing to allow staff to research additional information discussed regarding enforcement and fines.

Approved by a unanimous vote

J. ACTION ITEMS

Approval of all Ordinances and Resolutions to be read by title only.

- J.1 Stewart Park Improvement Project Update

Provide an update on the status of the Stewart Park Improvement Project. Target 5 – Quality of Life/Well Being Goal 6-Complete Stewart Park Improvement Project – Priority Level 3.

Direction to proceed with phasing and discuss funding at the next fiscal year budget discussion.

- J.2 Award of a Professional Services Agreement to Lisa Wise Consulting for Update of the City's Zoning Code – Capital Improvement Project (CIP) CD-04
- Priority #3, Target #3-Economic Development/Downtown, Goal #6 Revisit the City's Municipal Codes and Zoning
- Motion by Council Member White
Second by Council Member Lara**
- Award a Professional Services Agreement for the City's Zoning Code Update to Lisa Wise Consulting in an amount not to exceed \$368,080.**
- Approved by a unanimous vote**
- J.3 Discussion and Direction on a Proposed Downtown Events Funding Policy
- Adopt an objective process for evaluating requests for funding support for events in the downtown. Strategic Plan Target #5 – Quality of Life/Well-Being, Priority Level 2, Goal #5 *Increase community events, arts and culture.*
- Motion by Mayor Pro Tem Fenn
Second by Council Member Voigt**
- Adopt the Downtown Events Funding Policy with an amendment to add priority to downtown businesses.**
- Approved by a unanimous vote**
- J.4 Funding Agreement and Resolution Approving a Purchase and Sale Agreement – 516 California Avenue
- Consideration of a Funding Agreement with Riverside County and a Resolution Approving a Purchase and Sale Agreement for the property located at 516 California Avenue (APN 418-091-012).
- Motion by Mayor Martinez
Second by Mayor Pro Tem Fenn**
- To waive the full reading and adopt by title only, “A Resolution of the City Council of the City of Beaumont, California, Approving the Acquisition of Real Property”,**
- Approve the Purchase and Sale Agreement by and between the City of Beaumont and PRROPERTIES LLC. and authorize the City Manager to execute the agreement on behalf of the City, and**
- Direct staff to bring back the funding agreement for approval.**

Approved by a unanimous vote

- J.5 Update on the Citywide Traffic Signal Upgrade at Beaumont Ave and First Street

Update on the Citywide Traffic Signal Upgrade at Beaumont Ave and First Street, CIP R-13 (Project).

Receive and file.

- J.6 Request for Proposal (RFP) Sub-Committee

Discussion and direction of RFP Sub-Committee assigned to the Financial and Audit Committee.

Direction to staff to dissolve the task of the RFP subcommittee.

- J.7 Traffic Relief Plan Workshop

Set date and time for a presentation from Riverside County Transportation Commission (RCTC) staff on the draft Traffic Relief Plan.

Consensus to set Thursday, December 7, 2023, at 5:00pm as the Traffic Relief Plan workshop.

- J.8 Approval of City Attorney Invoices for the Month of October 2023

Attorney Lena Wade recused herself on the item.

**Motion by Council Member Voigt
Second by Council Member Lara**

Approve invoices in the amount of \$118,247.77.

Approved by a unanimous vote

K. LEGISLATIVE UPDATES AND DISCUSSION

L. ECONOMIC DEVELOPMENT UPDATE

Next meeting will be December 13th. November's meeting was cancelled due to lack of quorum.

M. CITY TREASURER REPORT

M.1 Monthly Treasurer Reports

N. CITY CLERK REPORT

No report.

O. CITY ATTORNEY REPORT

No report.

P. CITY MANAGER REPORT

Announcement of the City of Beaumont being featured on the news for their new installment of an all inclusive playground.

Q. FUTURE AGENDA ITEMS

- Assessment for the need for additional community center(s) (Future)
- Annexation Agreement with the County (December)
- Marketing of Downtown Renovation on Billboards (January)
- Level of Service Standards for Traffic Levels (January)
- Standards for Underground Utility Requirements (December)

Add City sponsored Market Night

R. COUNCIL REPORTS

Lara - Announced upcoming Beaumont Thanksgiving Meal outreach and it's 25 year success.

Voigt - Attended the ribbon cutting of the new all inclusive playground.

White - Gave a report out from the RCTC meeting.

Fenn - Gave a report out from the SCAG meeting, the PassCom meeting and the Veteran's event.

Martinez - Thanked staff for the coordination of the Veteran's Day event, and the new playground. Recognized City employees for their recent certificates.

:

S. ADJOURNMENT at 8:25 p.m.

The next regular meeting of the Beaumont City Council, Beaumont Financing Authority, the Beaumont Successor Agency (formerly RDA), the Beaumont Utility Authority, the Beaumont Parking Authority and the Beaumont Public Improvement Agency is scheduled for Tuesday December 5, 2023, at 6:00 p.m. unless otherwise posted.



Staff Report

TO: City Council
FROM: Jennifer Ustation, Finance Director
DATE: December 5, 2023
SUBJECT: Authorize City Manager to Sign Assignment Consent Letter for Public Trust Advisors, LLC Ownership Structure Change

Description Authorize the City Manager to sign an Assignment Consent Letter to consent to the City's Investment Advisors, Public Trust, LLC, to changing a portion of their ownership structure.

Background and Analysis:

On February 16, 2021, the City Council approved a three-year contract with two additional one-year extensions for Investment Advisor and Portfolio Management Services with Public Trust, LLC (Public Trust). Section 13.02 of the approved Professional Services Agreement with Public Trust states that the contractor shall not assign or otherwise transfer any rights or interest in this agreement without the prior written consent of the City.

Public Trust has sent in a request for the City to sign an Assignment Consent Letter to consent to an ownership structure change in their firm. Currently, Bear Creek Products 2019-2 (PTA-E), LLP (Bear Creek) has a 42% non-controlling ownership interest in the firm. Public Trust is requesting the consent of the City for the change of Flexpoint Ford, LLC (Flexpoint Ford), to purchase a majority ownership in the firm, including the equity previously held by Bear Creek. After the completion of the purchase, Bear Creek will no longer have an ownership interest in Public Trust. Public Trust's management and founders who currently hold an approximately 58% equity ownership interest in the firm will, together with additional key employees, own approximately 31% of Public Trust. It is anticipated that the remaining 69% of Public Trust's equity interests will be owned by Flexpoint Ford funds and related entities.

Public Trust entered into an agreement with Flexpoint Ford as a new capital partner to help facilitate and invest in their continued growth. The investment in Public Trust from Flexpoint Ford does not alter or otherwise have an impact on the Public Trust management team nor the City's investment team members. There will be no changes

to the current contract with Public Trust for Investment Advisor and Portfolio Management Services.

Fiscal Impact:

There is no fiscal impact on the City with the change in ownership of Public Trust.

The estimated cost to prepare this report is \$250.

Recommended Action:

Authorize the City Manager to sign Assignment Consent Letter for Public Trust Advisors, LLC ownership structure change.

Attachments:

- A. Assignment Consent Letter

November 1, 2023

City of Beaumont
c/o Jennifer Ustation
550 E. 6th St.
Beaumont, CA 92223

Dear Ms. Ustation:

In September 2023, the owners of Public Trust Advisors, LLC (“Public Trust” or the “firm”) agreed to recapitalize the firm with a new strategic partner – Flexpoint Ford, LLC (“Flexpoint Ford”). Flexpoint Ford is committed to helping Public Trust develop and offer new products and services to more completely serve the firm’s clients nationwide.

In 2019, Public Trust closed an agreement with Bear Creek Products 2019-2 (PTA-E), LLLP (“Bear Creek”) whereby Bear Creek acquired a 42% non-controlling ownership interest in the firm. This transaction provided Public Trust with a capital partner committed to the firm’s succession planning and certain capital-intensive strategic initiatives to better position Public Trust and the clients we serve. As summarized below, through the new strategic partnership, Flexpoint Ford will purchase a majority ownership in the firm, including the equity previously held by Bear Creek. Public Trust’s founders, together with key employees of the firm’s management team, will retain an equity interest in the firm of approximately 31%, further aligning them with the overarching goals of the firm.

Flexpoint Ford is a private equity investment firm that manages over \$7.8 billion of assets under management and specializes in privately negotiated investments in the healthcare and financial services industries. In addition, asset management is one of Flexpoint Ford’s core competencies, leading to its interest in partnering with Public Trust. Founded in 2005, Flexpoint Ford employs more than 40 dedicated investment professionals and has invested in over 30 financial services businesses. Flexpoint Ford’s strategy is predominantly focused on investing in successful founder-operated businesses to accelerate their growth and add additional services and products to better support their clients. Our hope is that this new partnership will allow Public Trust to offer the City of Beaumont more and better services over the coming years.

To move forward with this transaction, on September 18, 2023, the owners of

Public Trust entered into a definitive agreement with an affiliate of Flexpoint Ford (the "Purchase Agreement"). Upon the satisfaction or waiver of customary closing conditions in the Purchase Agreement, Public Trust will become a wholly owned subsidiary of this affiliate, and, through their ownership of this new entity, Public Trust's management and founders will continue to retain an indirect equity interest in Public Trust (such sale and contribution is referred to as the "Transaction"). Upon closing the Transaction, Bear Creek Products 2019-2 (PTA-E), LLLP which currently maintains a non-controlling 42% equity ownership interest in the firm will no longer have an ownership interest in Public Trust. Public Trust's management and founders who currently hold an approximately 58% equity ownership interest in the firm will, together with additional key employees, own approximately 31% of Public Trust. It is anticipated that the remaining 69% of Public Trust's equity interests will be owned by Flexpoint Ford funds and related entities. At this time, it is anticipated that each Public Trust founder and member of Public Trust's senior management will continue with the firm following the closing of the Transaction. Certain other Public Trust employees will be offered the opportunity to acquire equity interests, but it is not expected that any such acquisition would materially change the relative concentration of Flexpoint Ford's ownership of Public Trust.

Upon Closing, the Transaction will result in Flexpoint Ford's acquisition of a controlling interest in Public Trust, as defined by the U.S. Securities and Exchange Commission. This change of control would constitute an "assignment", of the firm's investment advisory agreements within the meaning of the Investment Advisers Act of 1940. Such an assignment requires client consent for Public Trust to continue to perform services under its investment advisory agreements. Accordingly, Public Trust respectfully requests the consent of the City of Beaumont.

In addition to retaining an ownership interest in Public Trust upon consummation of the Transaction, the founders of Public Trust will have representation on the board of managers of a parent entity for Public Trust, along with specified governance rights.

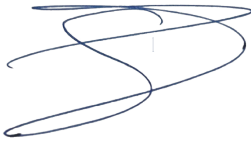
Under the post-Transaction operating agreement of Public Trust, Flexpoint Ford may have the right to acquire the equity interests of the other owners of the business under certain circumstances (including such owner's retirement, death or disability or violation of certain applicable restrictive covenants). In the event of the exercise of such right, Flexpoint Ford's proportional ownership will increase above the 69% held as of the closing of the Transaction.

Obtaining your consent is among the conditions that are required to be satisfied

to close the Transaction. Members of the Public Trust management team will be reaching out to you personally to answer any questions you may have regarding your consent to the Transaction. We value our relationship with you, and we sincerely believe that our partnership with Flexpoint Ford will greatly benefit the firm and its clients for years to come.

Thank you.

Very truly yours,



Todd W. Alton, Chief Executive Officer
CC: Public Trust Advisors Founders; R.
Palomba, T. Jordan, T. Tight, C. DeBow, J.
Grady

Client Consent

In connection with the acquisition of a controlling ownership interest in Public Trust Advisors, LLC ("Public Trust Advisors") by Flexpoint Ford, LLC ("Flexpoint Ford"), as described in the foregoing letter from Public Trust Advisors, the undersigned authorized representative of the City of Beaumont hereby consents to the assignment of Public Trust Advisors' obligations under the Agreement (the "Agreement"), between Public Trust Advisors and the City of Beaumont, to any successor entity to Public Trust Advisors resulting from the acquisition of a controlling ownership interest in Public Trust Advisors by Flexpoint Ford.

Signature

Printed Name

Entity Name

Date



Staff Report

TO: City Council
FROM: Jennifer Ustation, Finance Director
DATE: December 5, 2023
SUBJECT: Annual Compliance Report for AB 1600 Development Impact Fees

Description Receive and file the Annual Compliance Report.

Background and Analysis:

State of California Assembly Bill 1600 (AB 1600) – the Mitigation Fee Act (Gov. Code, Sections 66000 et seq.) sets forth the standards governing fees charged to address the impacts of development.

The City Council adopted and updated various other development impact fees applicable to new development within the City. The purpose of development impact fees is to finance the design, construction and acquisition of facilities and equipment necessary to accommodate future development.

Development impact fees that are collected are then segregated and placed in special funds or accounts, which earn interest. Those funds are held for the facilities in which the fees are collected, in accordance with Government Code Section 66006. This report provides a summary of development fee activity and financial detail regarding each of the projects impacted during FY 2023 (July 1, 2022, through June 30, 2023).

The summary of development fee activity and detail regarding each project is included as Attachment A to this report.

Annual Compliance Reporting for all Development Impact Fees

Government Code Subsection 66006 (b) (1) sets forth the annual compliance reporting requirements as:

For each separate account of fund established pursuant to subdivision (a), the local agency shall, within 180 days after the last day of each fiscal year, make available to the public the following information for the fiscal year:
A brief description of the type of fee in the account or fund;

The amount of the fee;

The beginning and ending balance of the account or fund;

The amount of the fees collected and the interest earned;

An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees;

An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete improvement, as identified in paragraph (2) of subdivision (a) of Section 66001, and the public improvement remains incomplete;

A description of each inter-fund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and in the case of an inter-fund loan, the date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan; and

The amount of refunds made pursuant to subdivision 9e0 Section 66001 and any allocation pursuant to subdivision (f) of Section 66001.

Fiscal Impact:

The estimated cost to prepare this report is \$750.

Recommended Action:

Receive and file the AB 1600 report on development impact fee activity that occurred during the period of July 1, 2022, through June 30, 2023.

Attachments:

- A. Exhibit A
- B. Exhibit B
- C. AB 1600 Report

Exhibit A

**Revised

Summary of AB1600 Development Impact Fee Reports

Report #	Description	Balance 6/30/2022	*Fees	Interest	Expenditures	Transfers In	Refund	Balance 6/30/2023	FUND
1	Traffic Signal	1,622,130.40	203,303.76	49,969.46	503,637.80			1,371,765.82	556
2	Railroad Crossing	2,605,466.09	285,267.31	79,073.78	159,961.06			2,809,846.12	558
3	Fire Facility	5,083,305.95	559,957.70	156,558.69				5,799,822.34	560
4	BSFF Facility	1,347,348.14	410,685.24	39,259.31	93,859.54			1,703,433.15	552
5	Emergency Preparedness	(97,266.00)	883,167.75	20,485.27	-			806,387.02	566
6	General Plan	102,458.92	122,732.85	5,937.68				231,129.45	554
7	Recycled Water	4,230,411.43	989,499.12	122,314.53	1,223,151.83			4,119,073.25	564
8	Noble Creek Sewer	86,721.51	31,742.25	3,615.69	-			122,079.45	705-6010
9	Trunk Maint Facility	280,207.28	2,857.76	11,682.72	-			294,747.76	705-6030
10	Upper Potrero Sewer	92,831.59	(6,039.84)	3,870.44	-			90,662.19	705-6015
11	Lower Potrero Sewer	589,732.45	27,343.80	24,587.79	-			641,664.04	705-6020
12	San Timoteo Sewer	103,617.68	40,511.97	4,320.14	-			148,449.79	705-6025 & 6024
13	Beaumont Mesa Sewer	253,818.37	73,549.76	10,582.48	-			337,950.61	705-6026
14	Eastside Facility	105,275.07	-	4,389.25	-			109,664.32	705-6040
15	Westside Facility	1,056.23	-	44.04	-			1,100.27	705-6045
16	Road and Bridge Benefit	10,564,968.35	2,372,543.02	393,749.65	1,240,898.34			12,090,362.68	562
17	Regional Park	1,945,796.94	26,797.80	4,917.46	-			1,977,512.20	568
18	Alley In-Leiu Facility	6,424.13	-	304.09	-			6,728.22	550
19	Sewer Capacity	3,520,532.23	4,610,065.11	146,781.97	378,247.29			7,899,132.02	705-6005
20	South West Water	7,413.61	-	309.10	-			7,722.71	705-6035
21	4th Street Extension	101,799.25	-	4,244.33	-			106,043.58	705-6060
22	Willow Springs	73,184.87	-	3,051.31	-			76,236.18	705-6065
23	Recreational Facilities	1,902,958.44	533,041.67	64,479.47	-			2,500,479.58	555
24	Police Facilities	1,306,700.36	486,085.45	47,077.49	(34,715.70)			1,874,579.00	559
25	Community Park Development	1,891,663.93	1,041,296.27	48,795.60	-			2,981,755.80	567
26	Neighborhood Park Development	2,443,206.67	1,259,954.82	75,704.39	8,775.80			3,770,090.08	569
	Totals	40,171,763.89	13,954,363.57	1,326,106.11	3,573,815.96	-	-	51,878,417.61	

Summary of Expenditures and Transfers to Projects

Project #	Description	FY22/23 expenditures	
		% Funded by Fees	Amount
CF104	City Hall and Building B	48%	93,859.54
2016-003	Potrero Interchange	31%	(9,762.20)
2016-003	Potrero Interchange	31%	(37,928.24)
2017-001	Pennsylvania Interchange	100%	3,267.50
2017-005	WWTP Exp PH 1 & Advanced R/O	20%	82,472.34
2017-005	WWTP Exp PH 1 & Advanced R/O	20%	1,223,151.83
2017-006	Brine Pipeline to San Bernardino	19%	73,834.53
2017-009	Pennsylvania Widening	21%	1,229,958.53
2017-009	Pennsylvania Widening	21%	430,000.00
2017-012	Pennsylvania Ave/UPR Grade Separation	69%	159,961.06
2019-009	2nd Street Extension Design	100%	33,752.39
P-02	Rangel Park Splash Park	100%	8,775.80
PS-01	New Police Station Feasibility Study	100%	66,687.50
PS-04	Public Safety Radio System Upgrade	0%	(132,920.99)
PS-06	Building B Renovation	100%	29,892.79
PS-07	New Police Station Design	22%	1,625.00
R-02	Citywide Traffic Signal Upgrade & Capacity	100%	55,000.00
R-11	Citywide Traffic Signal Upgrade PH2	100%	28,400.00
R-12	2nd Street Extension Construction	75%	11,848.16
WW-04	16" Mesa Force Main and Pump Replacement Design	100%	221,940.42
	Total		3,573,815.96

Summary of Unexpended Approved Funds to Projects

Project #	Description	Source of Funds	
			Amount
CF104	City Hall and Building B	BSFF Facility	523,664.34
2017-001	Pennsylvania Avenue (WRCOG)	Road and Bridge Benefit	6,388,923.14
2017-005	WWTP Exp PH1 & Adv R/O	Recycled Water	1,872,364.25
2017-006	Brine Line to S.B.	Sewer Capacity	1,173,215.05
2017-012	Pennsylvania Ave/UPR Grade Separation	Railroad Crossing	773,561.18
2017-012	Pennsylvania Ave/UPR Grade Separation	Road and Bridge Benefit	750,000.00
2017-028	Potrero Fire Station	Fire Facility	4,100,000.00
2019-009	2nd Street Extension Design	Road and Bridge Benefit	7,546.35
P-04	Sports Park Field Lighting & Field Expansion	Regional Park	971,478.63
P-04	Sports Park Field Lighting & Field Expansion	Recreational Facilities	300,000.00
P-05	Nicklaus Park Field Lighting & Field Expansion	Regional Park	900,000.00
P-05	Nicklaus Park Field Lighting & Field Expansion	Neighborhood Park Development	1,349,000.00
P-05	Nicklaus Park Field Lighting & Field Expansion	Recreational Facilities	600,000.00
P-10	Stewart Redevelopment and Skate Park	Community Park Development	1,024,853.00
PS-06	Building B Renovation	Police Facilities	720,107.21
PS-07	New Police Station Design	Police Facilities	795,747.00
R-01	Oak Valley Parkway Expansion I10-Desert Lawn Ph 2	Road and Bridge Benefit	600,000.00
R-02	Citywide Traffic Signal upgrade & Capacity PH1	Traffic Signal	92,200.00
R-12	2nd Street Extension Construction	Road and Bridge Benefit	1,488,151.84
R-13	Citywide Traffic Signal upgrade & Capacity PH3	Traffic Signal	274,400.00
WW-04	16" Mesa Force Main and Pump Replacement Design	Sewer Capacity	212,005.60
WW-09	16" Mesa Force Maint Construction	Sewer Capacity	2,000,000.00
WW-11	Mesa Lift Station Construction	Sewer Capacity	1,650,000.00
	Total		28,567,217.59

Exhibit B

Summary of Future Projects**

Project #	Description	Amount
R-34	Citywide Traffic Signal Upgrade/Capacity	150,000.00
WW-14	Recycled Water Study	2,100,000.00
2017-009	Pennsylvania Widening	420,000.00
R-12	2nd Street Construction	1,300,000.00
WW-09	16" Mesa Force Main Construction	1,800,000.00
WW-11	Mesa Lift Station	2,600,000.00
Totals		<u>8,370,000.00</u>

**CITY OF BEAUMONT
ANNUAL COMPLIANCE REPORT FOR AB 1600
TRAFFIC SIGNAL IMPACT FEES
Fiscal Year Ending June 30, 2023**

For the purpose of compliance with Government Code Subsection 66006(b)(1), the following information regarding AB 1600 fees is presented:

For each separate account or fund established pursuant to subdivision (a), the local agency shall, within 180 days after the last day of each fiscal year, make available to the public the following information for the fiscal year:

(A) *A brief description of the type of fee in the account or fund.*

Traffic Signal Impact Fee – The purpose of this fee is to finance the construction of traffic signals and improvements needed to maintain traffic movement and safety on City streets. These fees provide the above-described project funding to accommodate traffic generated by future development within the City.

(B) *The amount of the fee.*

	Dev Units ¹	Impact Fee Per Unit ¹	Updated 1/1/2023 ^{1, 2}
Residential-Single Family	DU	\$294.91	\$305.29
Residential-Multi- Family	DU	\$198.14	\$205.11
Residential-Mobile Home	DU	\$171.91	\$177.96
Commercial,	KSF	\$364.22	\$377.04
Industrial/Business Park	KSF	\$250.59	\$259.52
Industrial/High-Cube WH	KSF	\$34.97	\$36.20

¹ Development Units--DU = dwelling unit; KSF = 1,000 gross square feet of building area.

² Net Impact Fee (Gross \$272.89 less 1% Administration portion \$2.73).

(C) *The beginning and ending balance of the account or fund.*

(D) *The amount of the fees collected and the interest earned.*

Beginning – July 1, 2022	\$1,622,130.40
Plus: Fees Collected	203,303.76
Interest	49,969.46
Less: Expenditure	(503,637.80)
Refunds	(0)
Ending June 30, 2023	\$1,371,765.82

(E) *An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.*

No direct expenditure was made for these public improvements during this fiscal year.

(F) *An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001, and the public improvement remains incomplete.*

Engineering, design and planning work has been completed for two signals at Oak Valley Blvd and I10 off and on Ramps. Construction has started at two locations for signal upgrades and construction has completed at two locations for signal upgrades within the city.

(G) *A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan.*

Transfers were made to the following projects:

2017-009	Pennsylvania Widening	\$430,000
2016-003	Potrero Interchange	\$ -9,762.20
*2016-003	Is an accounting error and should have transferred From road and bridge and was corrected.	
R-02	Citywide Traffic Signal Upgrade & Capacity	\$55,000
R-11	Citywide Traffic Signal Upgrade PH2	\$28,400

(H) *The amount of refunds made pursuant to subdivision (e) Section 66001 and any allocation pursuant to subdivision (f) of Section 66001.*

Refunds of \$0 occurred in FY22/23.

**CITY OF BEAUMONT
ANNUAL COMPLIANCE REPORT FOR AB1600
RAILROAD CROSSING FACILITY FEE
Fiscal Year Ending June 30, 2021**

For the purpose of compliance with Government Code Subsection 66006(b)(1), the following information regarding AB 1600 fees is presented:

For each separate account or fund established pursuant to subdivision (a), the local agency shall, within 180 days after the last day of each fiscal year, make available to the public the following information for the fiscal year:

(A) A brief description of the type of fee in the account or fund.

Railroad Crossing Facility Fee - The purpose of this fee is to finance the construction of Railroad Crossings, traffic signals, improvements needed to maintain traffic movement and safety on City streets. These fees provide the above-described project funding to accommodate traffic generated by future development within the City.

(B) The amount of the fee.

	Dev Units ¹	Impact Fee Per Unit ¹	Updated 1/1/2023 ^{1 2}
Residential-Single Family	DU	\$316.92	\$328.08
Residential-Multi-Family	DU	\$212.93	\$220.42
Residential-Mobile Home	DU	\$184.74	\$191.25
Commercial	KSF	\$391.40	\$405.18
Industrial-Business Park	KSF	\$269.29	\$278.77
Industrial-High-Cube WH	KSF	\$37.57	\$38.89

¹ Development Units--DU = dwelling unit; KSF = 1,000 gross square feet of building area.

² Net Impact Fee (Gross \$293.26 less 1% Administration portion \$2.93).

(C) The beginning and ending balance of the account or fund.

(D) The amount of the fees collected and the interest earned.

Beginning – July 1, 2022	\$2,605,466.09
Plus: Fees Collected	285,267.31
Interest	79,073.78
Less: Expenditure	(159,961.06)
Refunds	<u>(0.00)</u>
Ending June 30, 2023	\$2,809,846.12

(E) An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.

- (F) *An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001, and the public improvement remains incomplete.*

Final engineering and environmental documents are in process for the Pennsylvania Avenue Grade Separation. Completion of engineering is expected in early 2025. Construction for this project is currently unfunded. Preliminary design work for the California Avenue Grade Separation Project began in FY2017/18 and is also completed.

- (G) *A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan.*

2017-012	Pennsylvania Ave/UPR Grade Separation	\$159,961.06
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- (H) *The amount of refunds made pursuant to subdivision (e) Section 66001 and any allocation pursuant to subdivision (f) of Section 66001.*

No refunds were made in FY22/23.

**CITY OF BEAUMONT
ANNUAL COMPLIANCE REPORT FOR AB 1600
FIRE STATION FACILITY FEE
Fiscal Year Ending June 30, 2023**

For the purpose of compliance with Government Code Subsection 66006(b)(1), the following information regarding AB 1600 fees is presented:

For each separate account or fund established pursuant to subdivision (a), the local agency shall, within 180 days after the last day of each fiscal year, make available to the public the following information for the fiscal year:

(A) brief description of the type of fee in the account or fund.

Fire Facility Fee – The Fee is used to fund the design, permitting, administration, acquisition, construction of fire station facilities and equipment necessary to serve future development in the City.

(B) The amount of the fee.

	Dev Units ¹	Impact Fee Per Unit ¹	Updated 1/1/2023 ^{1 2}
Residential-Single Family	DU	\$664.52	\$706.18
Residential-Multi-Family	DU	\$212.65	\$225.99
Residential-Mobile Home	DU	\$318.98	\$338.98
Commercial	KSF	\$244.08	\$259.38
Industrial-Business Park	KSF	\$203.41	\$216.17
Industrial-High-Cube WH	KSF	\$152.56	\$162.12

¹ Development Units--DU = dwelling unit; KSF = 1,000 gross square feet of building area.

² Net Impact Fee (Gross \$576.29 less 1% Administration portion \$5.76).

(C) The beginning and ending balance of the account or fund.

(D) The amount of the fees collected and the interest earned.

Beginning – July 1, 2022	\$ 5,083,305.95
Plus: Fees Collected	559,957.70
Interest	156,558.69
Less: Expenditure	(0)
Refunds	(0)
Ending – June 30, 2023	\$ 5,799,822.34

(E) An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.

No direct expenditure was made for these public improvements during this fiscal year.

- (F) *An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001, and the public improvement remains incomplete.*

Engineering, design and planning work for Fire Station 106 began in FY2017/18 and is completed. Final Architecture and Engineering has been completed and construction began in October of 2022. This project is scheduled to be completed by the end of 2023.

- (G) *A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan.*

City Council appropriated unused bond proceeds for this project, funds that had been funded by this DIF were transferred back into the DIF fund.

- (H) *The amount of refunds made pursuant to subdivision (e) Section 66001 and any allocation pursuant to subdivision (f) of Section 66001.*

No refunds this FY 22/23.

**CITY OF BEAUMONT
ANNUAL COMPLIANCE REPORT FOR AB 1600
PUBLIC FACILITY FEE
Fiscal Year Ending June 30, 2023**

For the purpose of compliance with Government Code Subsection 66006(b)(1), the following information regarding AB 1600 fees is presented:

For each separate account or fund established pursuant to subdivision (a), the local agency shall, within 180 days after the last day of each fiscal year, make available to the public the following information for the fiscal year:

(A) *A brief description of the type of fee in the account or fund.*

BSFF Facility Fee – This fee is required to maintain present basic services and to offset the ever-increasing demand caused in part by construction of new residential development and that said fee is necessary for the preservation of the public peace, health and safety. **In January 2018, BSFF Facility Fee was renamed to Public Facility Fee.**

(B) *The amount of the fee.*

	Dev Units ¹	Impact Fee Per Unit ¹	Updated 1/1/2023 ^{1 2}
Residential-Single Family	DU	\$489.18	\$519.84
Residential-Multi-Family	DU	\$411.53	\$437.34
Residential-Mobile Home	DU	\$455.01	\$483.53
Commercial	KSF	\$108.71	\$115.52
Industrial-Business Park	KSF	\$76.09	\$80.86
Industrial-High-Cube WH	KSF	\$43.48	\$46.21

¹ Development Units--DU = dwelling unit; KSF = 1,000 gross square feet of building area.

² Net Impact Fee (Gross \$424.23 less 1% Administration portion \$4.24).

(C) *The beginning and ending balance of the account or fund.*

(D) *The amount of the fees collected and the interest earned.*

Beginning – July 1, 2022	\$1,347,348.14
Plus: Fees Collected	410,685.24
Interest	39,259.31
Less: Expenditure	(93,859.54)
Refunds	<u>(0.00)</u>
Ending – June 30, 2023	\$1,703,433.15

(E) *An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.*

No direct expenditure was made for these public improvements during this fiscal year.

(F) *An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001, and the public improvement remains incomplete.*

Conceptual design work for City Hall complex was completed in FY 2018/19. Phase 1 expansion was designed and completed September 2018. The facility is undergoing construction and will be completed January 2024.

(G) *A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan.*

Transfers were made to the following project.

CF104X	City Hall and Building B	\$93,859.54
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(H) *The amount of refunds made pursuant to subdivision (e) Section 66001 and any allocation pursuant to subdivision (f) of Section 66001.*

No refunds were made this FY22/23.

**CITY OF BEAUMONT
ANNUAL COMPLIANCE REPORT FOR AB 1600
EMERGENCY PREPAREDNESS FEE
Fiscal Year Ending June 30, 2023**

For the purpose of compliance with Government Code Subsection 66006(b)(1), the following information regarding AB 1600 fees is presented:

For each separate account or fund established pursuant to subdivision (a), the local agency shall, within 180 days after the last day of each fiscal year, make available to the public the following information for the fiscal year:

(A) *A brief description of the type of fee in the account or fund.*

Emergency Preparedness Fee – This fee is established for the purpose of continuing growth of the City of Beaumont combined with the expectation of high-quality services by its citizens, and has been a catalyst for review of City’s existing and future public facilities, as well as a variety of emergencies, near-disasters which provides care for its citizens during disasters and other emergencies affecting public health and welfare.

(B) *The amount of the fee.*

	<u>Dev Units</u> ¹	<u>Impact Fee Per Unit</u> ¹
Residential-Single Family	DU	\$729.63
Residential-Duplex/Multi	DU	\$729.63
Residential-Mobile Home	DU	\$729.63
Commercial	KSF	.22/SF
Industrial	KSF	.22/SF

¹ Development Units--DU = dwelling unit; KSF = 1,000 gross square feet of building area.

(C) *The beginning and ending balance of the account or fund.*

(D) *The amount of the fees collected and the interest earned.*

Beginning – July 1, 2022	\$ (97,266.00)
Plus: Fees Collected	883,167.75
Interest	20,485.27
Less: Expenditure	(.00)
Refunds	<u>(0.00)</u>
Ending – June 30, 2023	\$ 806,387.02

(E) *An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.*

No expenditure was made for these public improvements during this fiscal year.

- (F) *An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001, and the public improvement remains incomplete.*

This fund has been over allocated; Current fees collected are paying for previously completed project. Future projects will be proposed once the fees accumulate again.

- (G) *A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan.*

No interfund transfers or loans were made during the fiscal year utilizing these funds.

- (H) *The amount of refunds made pursuant to subdivision (e) Section 66001 and any allocation pursuant to subdivision (f) of Section 66001.*

No refunds were made for FY22/23.

**CITY OF BEAUMONT
ANNUAL COMPLIANCE REPORT FOR AB 1600
GENERAL PLAN FEE (GPE)
Fiscal Year Ending June 30, 2023**

For the purpose of compliance with Government Code Subsection 66006(b)(1), the following information regarding AB 1600 fees is presented:

For each separate account or fund established pursuant to subdivision (a), the local agency shall, within 180 days after the last day of each fiscal year, make available to the public the following information for the fiscal year:

(A) *A brief description of the type of fee in the account or fund.*

GPF Fee – The purpose of this fee is to finance updates to the City’s General Plan.

(B) *The amount of the fee.*

	Dev Units ¹	Impact Fee Per Unit ¹
Residential	DU	\$50.00
Residential-Mobile Home	DU	\$35.00
Commercial, Industrial	KSF	.05/SF
Hotel/Motel	PR	35.00 PR
Recreational Vehicle Park	PS	\$25.00 PS

¹ Development Units--DU = dwelling unit; KSF = 1,000 gross square feet of building area; PR is per room; PS is per RV space

(C) *The beginning and ending balance of the account or fund.*

(D) *The amount of the fees collected and the interest earned.*

Beginning – July 1, 2022	\$102,458.92
Plus: Fees Collected	122,732.85
Interest	5,937.68
Less: Expenditure	(0)
Ending – June 30, 2023	\$231,129.45

(E) *An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.*

No expenditure was made for these public improvements during this fiscal year.

(F) *An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines*

that sufficient funds have been collected to complete financing on an incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001, and the public improvement remains incomplete.

Contract for General Plan Update was awarded to Raimi and Associates on December 6, 2016. The update is completed and adopted by City Council. Accumulated fees will go to the next update.

(G) A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan.

Transfers were made to the following project:
No transfers were made.

(H) The amount of refunds made pursuant to subdivision (e) Section 66001 and any allocation pursuant to subdivision (f) of Section 66001.

No refunds were made this FY22/23.

**CITY OF BEAUMONT
ANNUAL COMPLIANCE REPORT FOR AB 1600
RECYCLED WATER FACILITY FEE
Fiscal Year Ending June 30, 2023**

For the purpose of compliance with Government Code Subsection 66006(b)(1), the following information regarding AB 1600 fees is presented:

For each separate account or fund established pursuant to subdivision (a), the local agency shall, within 180 days after the last day of each fiscal year, make available to the public the following information for the fiscal year:

(A) *A brief description of the type of fee in the account or fund.*

Recycled Water Facility Fee – The purpose of this fee is to make provisions for assessing and collecting fees referred to as “water facilities fees” as a condition of issuing a permit for development of any portion of land which is benefitted by the acquisition and construction of the of the Southwest Properties Water Project for the purpose of defraying the actual or estimated cost of construction of the improvements.

(B) *The amount of the fee.*

	Dev Units ¹	Impact Fee Per Unit ¹
Sewer EDU	DU/EDU	\$786.64

¹ Development Units--DU = dwelling unit; KSF = 1,000 gross square feet of building area.

(C) *The beginning and ending balance of the account or fund.*

(D) *The amount of the fees collected and the interest earned.*

Beginning – July 1, 2022	\$4,230,411.43
Plus: Fees Collected	989,499.12
Interest	122,314.53
Less: Expenditure	(1,223,151.83)
Refunds	(0.00)
Ending – June 30, 2023	\$4,119,073.25

(E) *An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.*

No expenditure was made for these public improvements during this fiscal year.

- (F) *An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001, and the public improvement remains incomplete.*

Engineering, design and planning work has been performed for upgrades to the Wastewater Treatment Plant to produce recycled water. The construction of the new facility began October 2018 and the WWTP now has the capability to produce recycled water as of November 2022. The WWTP recycled water achieved Title 22 status as of October 2023.

- (G) *A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan.*

2017-005 WWTP Exp & Advanced R/O \$1,223,151.83

- (H) *The amount of refunds made pursuant to subdivision (e) Section 66001 and any allocation pursuant to subdivision (f) of Section 66001.*

No refunds were made in this FY22/23.

**CITY OF BEAUMONT
ANNUAL COMPLIANCE REPORT FOR AB
1600 NOBLE CREEK SEWER MAIN FACILITY
FEES**

Fiscal Year Ending June 30, 2023

For the purpose of compliance with Government Code Subsection 66006(b)(1), the following information regarding AB 1600 fees is presented:

For each separate account or fund established pursuant to subdivision (a), the local agency shall, within 180 days after the last day of each fiscal year, make available to the public the following information for the fiscal year:

(A) *A brief description of the type of fee in the account or fund.*

Noble Creek Sewer Main Facility Fee – The Purpose of this fee is for the finance of construction for sewer force main and related infrastructure.

(B) *The amount of the fee.*

	Dev	Impact Fee
	<u>Units</u> ¹	<u>Per Unit</u> ¹
	EDU/DU	\$173

¹ Development Units--DU = dwelling unit; KSF = 1,000 gross square feet of building area.

(C) *The beginning and ending balance of the account or fund.*

(D) *The amount of the fees collected and the interest earned.*

Beginning – July 1, 2021	\$ 86,721.51
Plus: Fees Collected	31,742.25
Interest	3,615.69
Less: Expenditure	(0.00)
Refunds	<u>(0.00)</u>
Ending – June 30, 2022	\$122,079.45

(E) *An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001, and the public improvement remains incomplete.*

No expenditures were made for these public improvements during this fiscal year

(F) *A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan,*

the date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan.

Wastewater Master Plan was awarded November 2019 and the final plan was adopted in January 2022. Hydraulic analysis with potential future development will identify capacity needs for the collection system.

(G) A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan

Transfers were made to the following project:

No interfund transfers or loans were made during the fiscal year utilizing these funds.

(H) The amount of refunds made pursuant to subdivision (e) Section 66001 and any allocation pursuant to subdivision (f) of Section 66001.

No refunds were made during FY22/23.

**CITY OF BEAUMONT
ANNUAL COMPLIANCE REPORT FOR AB 1600
SOUTHERN TRUNK MAIN SEWER
Fiscal Year Ending June 30, 2023**

For the purpose of compliance with Government Code Subsection 66006(b)(1), the following information regarding AB 1600 fees is presented:

For each separate account or fund established pursuant to subdivision (a), the local agency shall, within 180 days after the last day of each fiscal year, make available to the public the following information for the fiscal year:

(A) *A brief description of the type of fee in the account or fund.*

Trunk Main Facility Fee – The purpose of this fee is to establish and generate revenues sufficient to install sewer trunk main, bridge and major thoroughfare transportation facilities.

(B) *The amount of the fee.*

Dev <u>Units</u> ¹	Impact Fee <u>Per Unit</u> ¹
DU	\$90.15

¹ Development Units--DU = dwelling unit; KSF = 1,000 gross square feet of building area.

(C) *The beginning and ending balance of the account or fund.*

(D) *The amount of the fees collected and the interest earned.*

Beginning – July 1, 2021	\$280,207.28
Plus: Fees Collected	2,857.76
Interest	11,682.72
Less: Expenditure	(0.00)
Refunds	<u>(0)</u>
Ending – June 30, 2022	\$294,747.76

(E) *An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001, and the public improvement remains incomplete.*

No expenditures were made for these public improvements during this fiscal year

(F) *A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan,*

the date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan.

Wastewater Master Plan was awarded November 2019 and the final plan was adopted in January 2022. Hydraulic analysis with potential future development will identify capacity needs for the collection system.

(G) A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan

No interfund transfers or loans were made during the fiscal year utilizing these funds.

(H) The amount of refunds made pursuant to subdivision (e) Section 66001 and any allocation pursuant to subdivision (f) of Section 66001.

No refunds were made this FY 22/23.

**CITY OF BEAUMONT
ANNUAL COMPLIANCE REPORT FOR AB 1600
UPPER POTRERO SEWER FACILITY
FEES**

Fiscal Year Ending June 30, 2023

For the purpose of compliance with Government Code Subsection 66006(b)(1), the following information regarding AB 1600 fees is presented:

For each separate account or fund established pursuant to subdivision (a), the local agency shall, within 180 days after the last day of each fiscal year, make available to the public the following information for the fiscal year:

(A) *A brief description of the type of fee in the account or fund.*

Upper Potrero Sewer Facility Fee – The Purpose of this fee is to finance sewer mains, force mains, and other sewer related infrastructures.

(B) *The amount of the fee.*

<u>Dev Units</u> ¹	<u>Impact Fee Per Unit</u> ¹
EDU/DU	\$251.66

¹ Development Units--DU = dwelling unit; KSF = 1,000 gross square feet of building area.

(C) *The beginning and ending balance of the account or fund.*

(D) *The amount of the fees collected and the interest earned.*

Beginning – July 1, 2022	\$92,831.59
Plus: Fees Collected	(6,039.84)
Interest	3,870.44
Less: Expenditure	(0.00)
Refunds	<u>(0)</u>
Ending – June 30, 2023	\$90,662.19

(E) *An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001, and the public improvement remains incomplete.*

No expenditures were made for these public improvements during this fiscal year

(F) *An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an*

incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001, and the public improvement remains incomplete.

Wastewater Master Plan was awarded November 2019 and the final plan was adopted in January 2022. Hydraulic analysis with potential future development will identify capacity needs for the collection system.

(G) A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan.

No interfund transfers or loans were made during the fiscal year utilizing these funds

(H) The amount of refunds made pursuant to subdivision (e) Section 66001 and any allocation pursuant to subdivision (f) of Section 66001.

No refunds were made this FY 22/23.

**CITY OF BEAUMONT
ANNUAL COMPLIANCE REPORT FOR AB 1600
LOWER POTRERO SEWER FACILITY FEES
Fiscal Year Ending June 30, 2023**

For the purpose of compliance with Government Code Subsection 66006(b)(1), the following information regarding AB 1600 fees is presented:

For each separate account or fund established pursuant to subdivision (a), the local agency shall, within 180 days after the last day of each fiscal year, make available to the public the following information for the fiscal year:

(A) *A brief description of the type of fee in the account or fund.*

Lower Potrero Sewer Facility Fees – The Purpose of this fee is to finance sewer mains, force mains, and other sewer related infrastructures.

(B) *The amount of the fee.*

Dev	Impact Fee
<u>Units</u> ¹	<u>Per Unit</u> ¹
DU	\$492.16

¹ Development Units--DU = dwelling unit; KSF = 1,000 gross square feet of building area.

(C) *The beginning and ending balance of the account or fund.*

(D) *The amount of the fees collected and the interest earned.*

Beginning – July 1, 2022	\$ 589,732.45
Plus: Fees Collected	27,343.80
Interest	24,587.79
Less: Expenditure	(0.00)
Refunds	<u>(.00)</u>
Ending – June 30, 2023	\$ 641,664.04

(E) *An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001, and the public improvement remains incomplete.*

No expenditures were made for these public improvements during this fiscal year

(F) *An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement, as identified in paragraph (2) of*

subdivision (a) of Section 66001, and the public improvement remains incomplete.

Wastewater Master Plan was awarded November 2019 and the final plan was adopted in January 2022. Hydraulic analysis with potential future development will identify capacity needs for the collection system.

(G) A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan.

No interfund transfers or loans were made during the fiscal year utilizing these funds.

(H) The amount of refunds made pursuant to subdivision (e) Section 66001 and any allocation pursuant to subdivision (f) of Section 66001.

No refunds were made during FY22/23.

**CITY OF BEAUMONT
ANNUAL COMPLIANCE REPORT FOR AB 1600
SAN TIMOTEO SEWER FACILITY FEE
Fiscal Year Ending June 30, 2023**

For the purpose of compliance with Government Code Subsection 66006(b)(1), the following information regarding AB 1600 fees is presented:

For each separate account or fund established pursuant to subdivision (a), the local agency shall, within 180 days after the last day of each fiscal year, make available to the public the following information for the fiscal year:

(A) *A brief description of the type of fee in the account or fund.*

San Timoteo Sewer Facility Fees– This Fee Study calculates a proposed facility fee based upon the reasonable apportionment of sewer facility costs to measurable units of development in accordance with Government code Section 6600.

(B) *The amount of the fee.*

	Dev Units ¹	Impact Fee Per Unit ¹
Lower Oak Valley Sewer	EDU	\$996.55
Upper Oak Valley Sewer	EDU	\$857.13
Beaumont Mesa Sewer	EDU	\$241.94

Development Units--DU = dwelling unit; KSF = 1,000 gross square feet of building area.

(C) *The beginning and ending balance of the account or fund.*

(D) *The amount of the fees collected and the interest earned.*

Beginning – July 1, 2022	\$ 103,617.68
Plus: Fees Collected	40,511.97
Interest	4,320.14
Less: Expenditure	(.00)
Refunds	(.00)
Ending – June 30, 2023	\$148,449.79

(E) *An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.*

No expenditure was made for these public improvements during this fiscal year.

(F) *An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement, as identified in paragraph 2) of*

subdivision (a) of Section 66001, and the public improvement remains incomplete.

Wastewater Master Plan was awarded November 2019 and the final plan was adopted in January 2022. Hydraulic analysis with potential future development will identify capacity needs for the collection system.

(G) A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan.

Transfers were made to the following project:

No interfund transfers or loans were made during the fiscal year utilizing these funds

(H) The amount of refunds made pursuant to subdivision (e) Section 66001 and any allocation pursuant to subdivision (f) of Section 66001.

No refunds were made this FY 22/23.

**CITY OF BEAUMONT
ANNUAL COMPLIANCE REPORT FOR AB 1600
ROAD AND BRIDGE BENEFIT FACILITY FEE
Fiscal Year Ending June 30, 2023**

For the purpose of compliance with Government Code Subsection 66006(b)(1), the following information regarding AB 1600 fees is presented:

For each separate account or fund established pursuant to subdivision (a), the local agency shall, within 180 days after the last day of each fiscal year, make available to the public the following information for the fiscal year:

(A) *A brief description of the type of fee in the account or fund.*

Road and Bridge Benefit Facility Fee – This fee was established to prepare the Beaumont Road and Bridge District Area of Benefit District Fee Study to fairly and equitably allocate transportation facility cost for Required Improvements in accordance with Ordinance No. 837 and AB 1600.

(B) *The amount of the fee.*

	Dev Units ¹	Impact Fee Per Unit ¹	Updated 01/01/2023 ¹
Residential-Single Family	DU	\$2,685.01	\$2,779.52
Residential-Multi-Family	DU	\$1,803.94	\$1,867.44
Residential-Mobile Home	DU	\$1,565.17	\$1,620.27
Commercial	KSF	\$3,316.06	\$3,432.78
Industrial-Business Park	KSF	\$2,281.44	\$2,361.75
Industrial-High-Cube WH	KSF	\$318.34	\$329.55

¹ Development Units--DU = dwelling unit; KSF = 1,000 gross square feet of building area.
² Net Impact Fee (Gross \$2,484.51 less 1% Administration portion \$24.84).

(C) *The beginning and ending balance of the account or fund.*

(D) *The amount of the fees collected and the interest earned.*

Beginning – July 1, 2022	\$10,564,968.35
Plus: Fees Collected	2,372,543.02
Interest	393,749.65
Transfers In	0.00
Less: Expenditure	(1,240,898.34)
Refunds	<u>(0.00)</u>
Ending – June 30, 2023	\$ 12,090,362.68

(E) *An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.*

No Direct expenditure was made during this fiscal year.

(F) An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001, and the public improvement remains incomplete.

Engineering, design and planning work is currently being done for Potrero/I60 Interchange Project Phase 2. Construction for Phase 1 was completed in 2020. Engineering, design and planning work for the Pennsylvania Avenue/I10 Interchange Project began in FY2017/18; Final Engineering will begin after the completion of the Pennsylvania Grade Separation Project. Engineering, design and planning work for the Oak Valley Parkway/I10 Interchange Project is funded and is expected to begin in FY2023/24.

(G) A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan.

2016-003	Potero Interchange	\$37,928.24
2017-001	Pennsylvania Interchange	\$3,267.50
2017-009	Pennsylvania Widening	\$1,229,958.53
2019-009	2 nd Street Extension Design	\$33,752.39

(H) The amount of refunds made pursuant to subdivision (e) Section 66001 and any allocation pursuant to subdivision (f) of Section 66001.

No refunds were made in this FY.

**CITY OF BEAUMONT
ANNUAL COMPLIANCE REPORT FOR AB 1600
REGIONAL PARK FEE
Fiscal Year Ending June 30, 2023**

For the purpose of compliance with Government Code Subsection 66006(b)(1), the following information regarding AB 1600 fees is presented:

For each separate account or fund established pursuant to subdivision (a), the local agency shall, within 180 days after the last day of each fiscal year, make available to the public the following information for the fiscal year:

(A) *A brief description of the type of fee in the account or fund.*

Regional Park Fee – The purpose of this fee is to finance construction of regional parks and amenities.
Effective January 22, 2018, the Regional Park Fee was eliminated.

(B) *The amount of the fee.*

	Dev Units ¹	Impact Fee Per Unit ¹
Multi- Family	DU	\$N/A
Age Restricted	DU	\$N/A

¹ Development Units--DU = dwelling unit; KSF = 1,000 gross square feet of building area.

(C) *The beginning and ending balance of the account or fund.*

(D) *The amount of the fees collected and the interest earned.*

Beginning – July 1, 2022	\$1,945,796.94
Plus: Fees Collected	26,797.80
Interest	4,917.46
Less: Expenditure	(.00)
Refunds	(0.00)
Ending – June 30, 2023	\$1,977,512.20

(E) *An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.*

No direct expenditure was made for these public improvements during this fiscal year.

(F) *An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement, as identified in paragraph (2) of*

subdivision (a) of Section 66001, and the public improvement remains incomplete.

Funds will be used for regional park improvements.

(G) A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan.

No interfund transfers or loans were made during the fiscal year utilizing these funds.

(H) The amount of refunds made pursuant to subdivision (e) Section 66001 and any allocation pursuant to subdivision (f) of Section 66001.

No refunds were made during FY22/23.

**CITY OF BEAUMONT
ANNUAL COMPLIANCE REPORT FOR AB 1600
SEWER CAPACITY FEE
Fiscal Year Ending June 30, 2023**

For the purpose of compliance with Government Code Subsection 66006(b)(1), the following information regarding AB 1600 fees is presented:

For each separate account or fund established pursuant to subdivision (a), the local agency shall, within 180 days after the last day of each fiscal year, make available to the public the following information for the fiscal year:

(A) *A brief description of the type of fee in the account or fund.*

Sewer Fee – The purpose of this fee is to finance the capacity increase in the Wastewater Treatment Plant.

(B) *The amount of the fee.*

Per Ordinance No. 1087, dated June 6, 2017

For permanent single-family residence (SFR) the fixed rate per Equivalent Dwelling Unit (EDU)	\$5,923.05
Effective January 1, 2023	\$6,467.97

Connection/Capacity for new non-SFR customers connecting to the City’s sewer system shall be calculated based on a multiple of EDUs based on the individual flow and strength characteristics of the new customer pursuant to a resolution of the City Council.

(C) *The beginning and ending balance of the account or fund.*

(D) *The amount of the fees collected and the interest earned.*

Beginning – July 1, 2022	\$ 3,520,532.23
Plus: Fees Collected	4,610,065.11
Interest	146,781.97
Less: Expenditure	(378,247.29)
Refunds	<u>(0)</u>
Ending – June 30, 2023	\$ 7,899,132.02

(E) *An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.*

No expenditure was made for these public improvements during this fiscal year.

(F) *An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001, and the public improvement remains incomplete.*

The Wastewater Treatment Plant Expansion design was completed in December 2017. Construction began in October 2018 and is completed.

(G) *A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan.*

2017-005 Wastewater Treatment Plant Expansion	\$82,472.34
2017-006 Brineline Pipeline to San Bernardino	\$73,834.53
WW-04 16" Mesa Force Main and Pump Replacement Design	\$221,940.42

Used bond proceeds for previously paid invoices by DIF funds, moved funds back into this DIF that were covered by bond proceeds through Transfers In.

(H) *The amount of refunds made pursuant to subdivision (e) Section 66001 and any allocation pursuant to subdivision (f) of Section 66001.*

No refunds were made in FY22/23.

**CITY OF BEAUMONT
ANNUAL COMPLIANCE REPORT FOR AB 1600
4th STREET EXTENSION FEES
Fiscal Year Ending June 30, 2023**

For the purpose of compliance with Government Code Subsection 66006(b)(1), the following information regarding AB 1600 fees is presented:

For each separate account or fund established pursuant to subdivision (a), the local agency shall, within 180 days after the last day of each fiscal year, make available to the public the following information for the fiscal year:

(A) *A brief description of the type of fee in the account or fund.*

4TH Street Extension Fee – The purpose of this fee is to finance the construction of the extension of 4th Street. These fees provide the above-described project funding to accommodate traffic generated by future development within the City

(B) *The amount of the fee.*

Dev Units ¹	Impact Fee Per Unit ¹
EDU	\$509.05

¹ Development Units--DU = dwelling unit; KSF = 1,000 gross square feet of building area.

(C) *The beginning and ending balance of the account or fund.*

(D) *The amount of the fees collected and the interest earned.*

Beginning – July 1, 2021	\$	101,799.25
Plus: Fees Collected		0.00
Interest		4,244.33
Less: Expenditure		(.00)
Refunds		(.00)
Ending – June 30, 2022	\$	106,043.58

(E) *An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.*

No expenditure was made for these public improvements during this fiscal year.

- (F) *An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001, and the public improvement remains incomplete.*

The majority of 4th Street Extension has been completed through development projects. These funds will be used to expand capacity in the future.

- (G) *A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan.*

No interfund transfers or loans were made during the fiscal year utilizing these funds.

- (H) *The amount of refunds made pursuant to subdivision (e) Section 66001 and any allocation pursuant to subdivision (f) of Section 66001.*

No refunds were made during FY22/23.

**CITY OF BEAUMONT
ANNUAL COMPLIANCE REPORT FOR AB 1600
WILLOW SPRINGS SEWER
Fiscal Year Ending June 30, 2023**

For the purpose of compliance with Government Code Subsection 66006(b)(1), the following information regarding AB 1600 fees is presented:

For each separate account or fund established pursuant to subdivision (a), the local agency shall, within 180 days after the last day of each fiscal year, make available to the public the following information for the fiscal year:

(A) *A brief description of the type of fee in the account or fund.*

Willow Springs Sewer Fee – The purpose of this fee is to establish and generate revenues sufficient to install sewer line facilities.

(B) *The amount of the fee.*

Dev <u>Units</u> ¹	Impact Fee <u>Per Unit</u> ¹
DU	\$453.80

¹ Development Units--DU = dwelling unit; KSF = 1,000 gross square feet of building area.

(C) *The beginning and ending balance of the account or fund.*

(D) *The amount of the fees collected and the interest earned.*

Beginning – July 1, 2022	\$73,184.87
Plus: Fees Collected	.00
Interest	3,051.31
Less: Expenditure	(.00)
Refunds	<u>(.00)</u>
Ending – June 30, 2023	\$ 76,236.18

(E) *An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.*

No expenditures were made for these public improvements during this fiscal year.

- (F) *An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001, and the public improvement remains incomplete.*

Wastewater Master Plan was awarded November 2019 and the final plan was adopted in January 2022. Hydraulic analysis with potential future development will identify capacity needs for the collection system.

- (G) *A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan.*

No interfund transfers or loans were made during the fiscal year utilizing these funds.

- (H) *The amount of refunds made pursuant to subdivision (e) Section 66001 and any allocation pursuant to subdivision (f) of Section 66001.*

No refunds were made during FY22/23.

**CITY OF BEAUMONT
ANNUAL COMPLIANCE REPORT FOR AB 1600
RECREATIONAL FACILITY FEE
Fiscal Year Ending June 30, 2023**

For the purpose of compliance with Government Code Subsection 66006(b)(1), the following information regarding AB 1600 fees is presented:

For each separate account or fund established pursuant to subdivision (a), the local agency shall, within 180 days after the last day of each fiscal year, make available to the public the following information for the fiscal year:

(A) *A brief description of the type of fee in the account or fund.*

Recreational Facility Fee – The purpose of this fee is to finance additional recreation facilities to serve future development.
The fee is effective January 22, 2019.

(B) *The amount of the fee.*

	Dev Units ¹	Impact Fee Per Unit ^{1 2}	Updated 01/01/2023 ^{1 2}
Residential-Single Family	DU	\$783.58	\$811.17
Residential-Multi-Family	DU	\$659.21	\$682.42
Residential-Mobile Home	DU	\$728.86	\$754.52

1 Development Units--DU = dwelling unit; KSF = 1,000 gross square feet of building area.

2 Net Impact Fee (Gross \$725.07 less 1% Administration portion \$7.25).

(C) *The beginning and ending balance of the account or fund.*

(D) *The amount of the fees collected and the interest earned.*

Beginning – July 1, 2022	\$1,902,958.44
Plus: Fees Collected	533,041.67
Interest	64,479.47
Less: Expenditure	(0.00)
Refunds	(0.00)
Ending – June 30, 2023	\$ 2,500,479.58

(E) *An identification of each public improvement on which fees were expended and the*

amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.

No direct expenditure was made for this public improvement during this fiscal year.

(F) An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001, and the public improvement remains incomplete.

Funds will be used towards expansion or additional recreational facilities.

(G) A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan.

No interfund transfers or loans were made during the fiscal year utilizing these funds.

(H) The amount of refunds made pursuant to subdivision (e) Section 66001 and any allocation pursuant to subdivision (f) of Section 66001.

No refunds were made during FY22/23.

**CITY OF BEAUMONT
ANNUAL COMPLIANCE REPORT FOR AB 1600
POLICE FACILITY FEE**

Fiscal Year Ending June 30, 2023

For the purpose of compliance with Government Code Subsection 66006(b)(1), the following information regarding AB 1600 fees is presented:

For each separate account or fund established pursuant to subdivision (a), the local agency shall, within 180 days after the last day of each fiscal year, make available to the public the following information for the fiscal year:

(A) *A brief description of the type of fee in the account or fund.*

Police Facility Fee – The purpose of this fee is to finance additional police facilities to serve future development.

Fee is effective January 22, 2019.

(B) *The amount of the fee.*

	Dev Units ¹	Impact Fee Per Unit ^{1 2}	Updated 01/01/2023 ^{1 2}
Residential-Single Family	DU	\$573.79	\$609.77
Residential-Multi-Family	DU	\$482.71	\$512.98
Residential-Mobile Home	DU	\$533.71	\$567.17
Commercial,	KSF	\$127.51	\$135.51
Industrial-Business Park	KSF	\$89.26	\$ 94.86
Industrial-High-Cube WH	KSF	\$51.00	\$54.19

¹ Development Units--DU = dwelling unit; KSF = 1,000 gross square feet of building area.

² Net Impact Fee (Gross \$497.60 less 1% Administration portion \$4.97).

(C) *The beginning and ending balance of the account or fund.*

(D) *The amount of the fees collected and the interest earned.*

Beginning – July 1, 2022	\$1,306,700.36
Plus: Fees Collected	486,085.45
Interest	47,077.49
Less: Expenditure	(34,715.70)
Refunds	<u>(0.00)</u>
Ending-June 30, 2023	\$1,874,579.00

(E) An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.

No direct expenditures were made for this public improvement during this fiscal year

(F) *An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001, and the public improvement remains incomplete.*

Funds will be used towards additional police facilities to serve future development.

(G) *A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan.*

PS-01 New Police Station Feasibility Study	\$66,687.50
PS-04 Public Safety Radio System Upgrade	\$-132,920.99
*The PS-04 project was an accounting error. This amount will show reversed in FY23 as it should have been a different funding source.	
PS-06 Building B	\$29,892.79
PS-07 New Police Station Design	\$1,625.00

(H) *The amount of refunds made pursuant to subdivision (e) Section 66001 and any allocation pursuant to subdivision (f) of Section 66001.*

No refunds were made during FY22/23.

**CITY OF BEAUMONT
ANNUAL COMPLIANCE REPORT FOR AB 1600
COMMUNITY PARK DEVELOPMENT FEE
Fiscal Year Ending June 30, 2023**

For the purpose of compliance with Government Code Subsection 66006(b)(1), the following information regarding AB 1600 fees is presented:

For each separate account or fund established pursuant to subdivision (a), the local agency shall, within 180 days after the last day of each fiscal year, make available to the public the following information for the fiscal year:

(A) *A brief description of the type of fee in the account or fund.*

Community Park Development Fee – The purpose of this fee is to finance land acquisition and construction of community parks with related amenities.
Fee is effective January 22, 2019.

(B) *The amount of the fee.*

	Dev Units ¹	Impact Fee Per Unit ^{1 2}	Updated 01/01/2023 ^{1 2}
Residential-Single Family	DU	\$2,564.84	\$2,655.13
Residential-Multi-Family	DU	\$2,157.72	\$2,233.68
Residential-Mobile Home	DU	\$2,385.70	\$2,469.68

¹ Development Units--DU = dwelling unit; KSF = 1,000 gross square feet of building area.

² Net Impact Fee (Gross \$2,373.32 less 1% Administration portion \$23.73).

(C) *The beginning and ending balance of the account or fund.*

(D) *The amount of the fees collected and the interest earned.*

Beginning – July 1, 2022	\$1,891,663.93
Plus: Fees Collected	1,041,296.27
Interest	48,795.60
Less: Expenditure	(0.00)
Refunds	<u>(0.00)</u>
Ending - June 30, 2023	\$2,981,755.80

(E) An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees

No direct expenditures were made for this public improvement during this fiscal year

- (F) *An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001, and the public improvement remains incomplete.*

Funds will be used towards construction of community park improvements.

- (G) *A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan.*

There were no transfers made from this fund.

- (H) *The amount of refunds made pursuant to subdivision (e) Section 66001 and any allocation pursuant to subdivision (f) of Section 66001.*

No refunds in FY22/23.

**CITY OF BEAUMONT
ANNUAL COMPLIANCE REPORT FOR AB 1600
NEIGHBORHOOD PARK DEVELOPMENT FEE
Fiscal Year Ending June 30, 2023**

For the purpose of compliance with Government Code Subsection 66006(b)(1), the following information regarding AB 1600 fees is presented:

For each separate account or fund established pursuant to subdivision (a), the local agency shall, within 180 days after the last day of each fiscal year, make available to the public the following information for the fiscal year:

(A) *A brief description of the type of fee in the account or fund.*

Neighborhood Park Development Fee – The purpose of this fee is to finance land acquisition and construction of neighborhood parks with related amenities.
Fee is effective January 22, 2019.

(B) *The amount of the fee.*

	Dev Units ¹	Impact Fee Per Unit ^{1 2}	Updated 01/01/2023 ^{1 2}
Residential-Single Family	DU	\$3,103.89	\$3,213.14
Residential-Multi-Family	DU	\$2,611.21	\$2,703.12
Residential-Mobile Home	DU	\$2,887.10	\$2,988.73

1 Development Units--DU = dwelling unit; KSF = 1,000 gross square feet of building area.

2 Net Impact Fee (Gross \$2,872.11 less 1% Administration portion \$28.72).

(C) *The beginning and ending balance of the account or fund.*

(D) *The amount of the fees collected and the interest earned.*

Beginning – July 1, 2022	2,443,206.67
Plus: Fees Collected	1,259,954.82
Interest	75,704.39
Transfers In	0.00
Less: Expenditure	(8,775.80)
Refunds	<u>(0.00)</u>
Ending – June 30, 2023	\$2,443,206.67

(E) An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees

No direct expenditures were made for these public improvement during this fiscal year

- (F) *An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001, and the public improvement remains incomplete.*

Funds will be used towards construction of neighborhood park improvements.

- (G) *A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan.*

No interfund transfers or loans were made during the fiscal year utilizing these funds.

- (H) *The amount of refunds made pursuant to subdivision (e) Section 66001 and any allocation pursuant to subdivision (f) of Section 66001.*

No refunds in FY22/23.



Staff Report

TO: City Council
FROM: Sean Thuilliez, Chief of Police
DATE: December 5, 2023
SUBJECT: Edward Byrne Memorial Justice Assistance Grant Program Fiscal Year 2023 Interlocal Agreement

Description Request to approve an interlocal agreement with the Riverside County Sheriff's Department to receive grant funding to purchase force options and de-escalation training equipment.

Background and Analysis:

The U.S. Department of Justice (DOJ), Office of Justice Programs (OJP), Bureau of Justice Assistance (BJA) has funded the 2023 Fiscal Year Edward Byrne Memorial Justice Assistance Grant (JAG) Program (see Attachment B). This program assists state, local, and tribal law enforcement efforts to prevent or reduce crime and violence.

The JAG Program is the primary provider of federal criminal justice funding to states and units of local government. BJA will award JAG Program funds to eligible units of local government under the FY 2023 JAG Program Local Solicitation.

In general, JAG funds awarded to a unit of local government under this FY 2023 solicitation may be used to provide additional personnel, equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice, including any one or more of the following:

- Law enforcement programs
- Prosecution and court programs
- Prevention and education programs
- Corrections and community corrections programs
- Drug treatment and enforcement programs
- Planning, evaluation, and technology improvement programs
- Crime victim and witness programs (other than compensation)
- Mental health programs and related law enforcement and corrections programs

Staff is seeking City Council's approval to enter an interlocal agreement between the Riverside County Sheriff's Department and the City of Beaumont to seek JAG funds in the amount of \$12,197.00 (see Attachment A). Under the agreement, the City of Beaumont will purchase Force Options and De-escalation Training Equipment in the amount of \$10,977.00, and \$1,220.00 will be allocated to the Riverside County Sheriff's Department for providing administrative services for the FY 2023 Edward Byrne Memorial Justice Assistance Grant (JAG) Program (see Attachment B).

Fiscal Impact:

All applicable purchases will be reimbursed by grant funding up to \$10,977.00. The grant funds will be deposited into the Grant Fund Account, and any costs or fees associated with the purchases will be utilized from the expense account 240-2355-7096-0000. The cost to complete this staff report is estimated to be \$300.00.

Recommended Action:

Authorize the City Manager to enter into an interlocal agency agreement between the Riverside County Sheriff's Department and the City of Beaumont to accept JAG funds for FY 2023.

Attachments:

- A. Interlocal Agreement
- B. Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY 2023 Solicitation.

INTERLOCAL AGREEMENT
BETWEEN THE CITIES OF BANNING, BEAUMONT, CATHEDRAL CITY, COACHELLA, CORONA,
DESERT HOT SPRINGS, HEMET, INDIO, JURUPA VALLEY, LAKE ELSINORE, MENIFEE,
MORENO VALLEY, PALM SPRINGS, PERRIS, CITY OF RIVERSIDE, TEMECULA AND
THE COUNTY OF RIVERSIDE, CA

CONCERNING DISTRIBUTION OF THE
2023 JUSTICE ASSISTANCE GRANT AWARD

This Interlocal Agreement ("Agreement") is made and entered into this 7th day of Nov., 2023, by and between THE COUNTY OF RIVERSIDE, acting by and through its governing body, the Riverside County Board of Supervisors (hereinafter referred to as "COUNTY"), and named CITIES as referenced in Appendix 1 (hereinafter referred to as "CITIES"), acting by and through their respective governing bodies, the City Councils, all of whom are situated within the County of Riverside, State of California, as follows:

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of all parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this Agreement; and

WHEREAS, the COUNTY agrees to release to CITIES their respective grant allocation from the JAG Award, less ten percent (10%) re-allocated to COUNTY, as reflected on Appendix 1, here attached and hereby incorporated by reference as part of this Agreement, on a reimbursement basis; and COUNTY agrees to provide the administration of COUNTY's and CITIES' programs during the entire permissible duration of said programs; and additionally the COUNTY and CITIES each agree that it is their responsibility to ensure these funds are expended in accordance with JAG guidelines; and

WHEREAS, the COUNTY and CITIES believe it to be in their best interests to reallocate the JAG funds.

NOW THEREFORE, the COUNTY and CITIES agree as follows:

Section 1.

COUNTY agrees to release to CITIES up to their respective grant allocation from the JAG Award, less ten percent (10%) re-allocated to COUNTY, as reflected in Appendix 1 on a reimbursement basis, from the JAG Award within (45) days upon receipt of fully documented reimbursement request, and; COUNTY agrees to provide the administration of COUNTY's and CITIES' programs during the entire permissible duration of said programs.

Section 2.

COUNTY and CITIES each agree that it is their responsibility to ensure these funds are expended in accordance with JAG guidelines.

Section 3.

COUNTY and CITIES agree to comply with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including OMB Circulars that apply to the 2023 Justice Assistance Grant; and 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) and also specifically assures and certifies all items as written in the attached Addendum A "Riverside County Sheriff's Department Certified Standard Assurances."

Section 4.

CITIES agree to provide COUNTY performance reports every month demonstrating progress in achieving desired goals and outcomes in a form and manner as required under the 2023 Justice Assistance Grant Program.

Section 5.

CITIES agree to provide COUNTY with sufficient, timely information within five business days after receiving a written request from COUNTY to meet JAG requirements for quarterly, semi-annual, and annual financial and performance reports.

Section 6.

Nothing arising from this Agreement shall impose any liability for claims or actions against COUNTY other than what is authorized by law.

Section 7.

Nothing arising from this Agreement shall impose any liability for claims or actions against CITIES other than what is authorized by law.

Section 8.

Each party to this Agreement will be responsible for its own actions in providing services under this Agreement and shall not be liable to any other party to this Agreement for any claim or action arising from the services provided under this Agreement.

Section 9.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 10.

By entering into this Agreement, the parties do not intend to create any obligations, either express or implied, other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

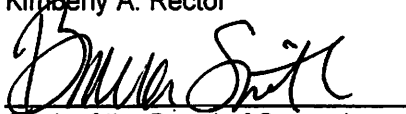
WHEREFORE, all parties freely and voluntarily agree to all of the above terms.

COUNTY OF RIVERSIDE, CA



KEVIN JEFFRIES
Chair, County Board of Supervisors

ATTEST:
Kimberly A. Rector



Clerk of the Board of Supervisors

APPROVED AS TO FORM:
Minh C. Train



~~Amrit P. Dhillon~~ *K Bell Valdez*
Deputy County Counsel

Appendix 1			
Eligible Agencies in FY 2023 JAG Disparate Area			
Riverside County (Sheriff's Department) FA	BJA Formula	To Fiscal Agent (Sheriff's Department)	Adjusted Individual Allocation
Banning	\$10,902	\$1,090	\$9,812
Beaumont	\$12,197	\$1,220	\$10,977
Cathedral City	\$12,279	\$1,228	\$11,051
Coachella	\$10,159	\$1,016	\$9,143
Corona	\$21,860	\$2,186	\$19,674
Desert Hot Springs	\$21,530	\$2,153	\$19,377
Hemet	\$30,890	\$3,089	\$27,801
Indio	\$42,921	\$4,292	\$38,629
Jurupa Valley	\$25,742	\$2,574	\$23,168
Lake Elsinore	\$14,674	\$1,467	\$13,207
Menifee	\$12,086	\$1,209	\$10,877
Moreno Valley	\$67,588	\$6,759	\$60,829
Palm Springs	\$21,970	\$2,197	\$19,773
Perris	\$21,530	\$2,153	\$19,377
Riverside City	\$133,883	\$13,388	\$120,495
Temecula	\$12,472	\$1,247	\$11,225
Riverside County	\$75,022	\$47,268	\$122,290
Total	\$547,705		\$547,705
% To Fiscal Agent	\$0		
\$ To FA	\$47,268		

WHEREFORE, all parties freely and voluntarily agree to all of the above terms.

CITY OF BANNING, CA

City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

WHEREFORE, all parties freely and voluntarily agree to all of the above terms.

CITY OF BEAUMONT, CA

City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

WHEREFORE, all parties freely and voluntarily agree to all of the above terms.

CITY OF CATHEDRAL CITY, CA

City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

WHEREFORE, all parties freely and voluntarily agree to all of the above terms.

CITY OF COACHELLA, CA

City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

WHEREFORE, all parties freely and voluntarily agree to all of the above terms.

CITY OF CORONA, CA

City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

WHEREFORE, all parties freely and voluntarily agree to all of the above terms.

CITY OF DESERT HOT SPRINGS, CA

City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

WHEREFORE, all parties freely and voluntarily agree to all of the above terms.

CITY OF HEMET, CA

City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

WHEREFORE, all parties freely and voluntarily agree to all of the above terms.

CITY OF INDIO, CA

City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

WHEREFORE, all parties freely and voluntarily agree to all of the above terms.

CITY OF JURUPA VALLEY, CA

City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

WHEREFORE, all parties freely and voluntarily agree to all of the above terms.

CITY OF LAKE ELSINORE, CA

City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

WHEREFORE, all parties freely and voluntarily agree to all of the above terms.

CITY OF MENIFEE, CA

City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

WHEREFORE, all parties freely and voluntarily agree to all of the above terms.

CITY OF MORENO VALLEY, CA

City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

WHEREFORE, all parties freely and voluntarily agree to all of the above terms.

CITY OF PALM SPRINGS, CA

City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

WHEREFORE, all parties freely and voluntarily agree to all of the above terms.

CITY OF PERRIS, CA

City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

WHEREFORE, all parties freely and voluntarily agree to all of the above terms.

CITY OF RIVERSIDE, CA

City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

WHEREFORE, all parties freely and voluntarily agree to all of the above terms.

CITY OF TEMECULA, CA

City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance



BJA FY 23 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation

Assistance Listing Number # 16.738

Grants.gov Opportunity Number: O-BJA-2023-171790

Solicitation Release Date: June 30, 2023 12:00 PM ET

Application Grants.gov Deadline: August 24, 2023 8:59 PM ET

Application JustGrants Deadline: August 31, 2023 8:59 PM ET

Overview

The [U.S. Department of Justice](#) (DOJ), [Office of Justice Programs](#) (OJP), [Bureau of Justice Assistance](#) (BJA) seeks applications for funding under the Edward Byrne Memorial Justice Assistance Grant (JAG) Program. This program furthers the DOJ's mission by assisting state, local, and tribal jurisdictions' efforts to prevent or reduce crime and violence and to improve the fair administration of the justice system.

This solicitation incorporates guidance provided in the [OJP Grant Application Resource Guide](#) which provides additional information for applicants to prepare and submit applications to OJP for funding. **If this solicitation expressly modifies any provision in the OJP Grant Application Resource Guide, the applicant is to follow the guidelines in this solicitation as to that provision.**

This solicitation expressly modifies the OJP Grant Application Resource Guide by not incorporating the "Limitation on Use of Award Funds for Employee Compensation; Waiver" provisions in the "Financial Information" section of the [OJP Grant Application Resource Guide](#).

Solicitation Categories

Competition ID	Category *	Number of Awards	Dollar Amount for Award	Performance Start Date	Performance Duration (Months)
C-BJA-2023-00104-PROD	Category 1– Applicants with eligible allocation amounts of less than \$25,000	678	\$10,420,302	10/1/22 12:00 AM	24
C-BJA-2023-00105-PROD	Category 2– Applicants with eligible allocation amounts of \$25,000 or more	618	92,358,317	10/1/22 12:00 AM	48

Eligible Applicants:

City or township governments, County governments, Native American tribal governments (Federally recognized), Special district governments

By law, for purposes of the JAG Program, the term “units of local government” includes a town, township, village, parish, city, county, borough, or other general-purpose political subdivision of a state; or it may be a federally recognized American Indian tribal government that performs law enforcement functions (as determined by the Secretary of the Interior). A unit of local government also may be any law enforcement district or judicial enforcement district established under applicable state law with authority to independently establish a budget and impose taxes; for example, in Louisiana, a unit of local government means a district attorney or parish sheriff. The eligible allocations by state for the fiscal year (FY) 2023 JAG Program can be found at: <https://bjaj.ojp.gov/program/jag/fy-2023-allocations>.

Eligible allocations under the JAG Program are posted annually on the [JAG web page](#). See the Allocation Determination and Units of Local Government Requirements Regarding Use of JAG Funds section for more information. **Applicants with eligible allocation amounts of less than \$25,000 will apply to Category 1, and applicants with eligible allocation amounts of \$25,000 or more will apply to Category 2.**

Contact Information

For assistance with the requirements of this solicitation, contact the OJP Response Center at 800-851-3420, 301-240-6310 (TTY for hearing-impaired callers only), or grants@ncjrs.gov. The OJP Response Center operates from 10:00 a.m. to 6:00 p.m. eastern time (ET) Monday–Friday, and 10:00 a.m. to 8:00 p.m. ET on the solicitation

close date.

Submission Information

Registration: Before submitting an application, all applicants must register with the System for Award Management (SAM). You must renew and validate your registration every 12 months. If you do not renew your SAM registration, it will expire. An expired registration can delay or prevent application submission in Grants.gov and JustGrants. Registration and renewal can take up to 10 business days to complete.

Submission: Applications must be submitted to DOJ electronically through a two-step process via Grants.gov and JustGrants.

Step 1: The applicant must submit by the Grants.gov deadline the required Application for Federal Assistance standard form (SF-424) and a **Disclosure of Lobbying Activities (SF-LLL)** form when they register in Grants.gov at <https://www.grants.gov/web/grants/register.html>. **Submit the SF-424 and SF-LLL as early as possible, but no later than 48 hours before the Grants.gov deadline.** If an applicant fails to submit in Grants.gov, they will be unable to apply in JustGrants.

For technical assistance with submitting the SF-424 and an SF-LLL in Grants.gov, contact the Grants.gov Customer Support Hotline at 800-518-4726, 606-545-5035, [Grants.gov Customer Support](#), or support@grants.gov. The Grants.gov Support Hotline operates 24 hours a day, 7 days a week, except on federal holidays.

Step 2: The applicant must submit the **full application**, including attachments, in JustGrants at [JustGrants.usdoj.gov](https://www.justgrants.usdoj.gov) by the JustGrants application deadline.

For technical assistance with submitting the **full application** in JustGrants, contact the JustGrants Service Desk at 833-872-5175 or JustGrants.Support@usdoj.gov. The JustGrants Service Desk operates 7 a.m. to 9 p.m. ET Monday–Friday and 9 a.m. to 5 p.m. ET on Saturday, Sunday, and federal holidays.

OJP encourages applicants to review, the “How to Apply” section in the [OJP Grant Application Resource Guide](#) and the [JustGrants website](#) for more information, resources, and training. Applicants should maintain all receipts and confirmations received from SAM.gov, Grants.gov, JustGrants systems.

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Program Description

Overview

OJP is committed to advancing work that promotes civil rights and racial equity, increases access to justice, supports crime victims and individuals impacted by the justice system, strengthens community safety and protects the public from crime and evolving threats, and builds trust between law enforcement and the community.

With this solicitation, the Bureau of Justice Assistance (BJA) seeks to award Edward Byrne Memorial Justice Assistance Grant (JAG) Program funds to eligible units of local government. (BJA will issue a separate solicitation for applications from states).

For more information on the JAG Program, please refer to the [JAG Fact Sheet](#) and/or [JAG Frequently Asked Questions \(FAQs\)](#).

Statutory Authority: The JAG Program is authorized by Title I of Public Law 90-351 (generally codified at [34 U.S.C. 10151-10726](#)), including subpart 1 of part E (codified at 34 U.S.C. 10151-10158); see also 28 U.S.C. 530C(a).

Specific Information

Statutory Formula

JAG awards are based on a statutory formula that is fully described within the [JAG Technical Report](#). Once each fiscal year's overall JAG Program funding level is determined, BJA works with the Bureau of Justice Statistics to begin a four-step grant award calculation process, which, in general, consists of:

1. Computing an initial JAG allocation for each state, based on its share of violent crime and population (weighted equally).
2. Reviewing the initial JAG allocation amount to determine if the state allocation is less than the minimum award amount defined in the JAG legislation (0.25 percent of the total). If this is the case, the state is funded at the minimum level, and the funds required for this are deducted from the overall pool of JAG funds. Each of the remaining states receives the minimum award plus an additional amount based on its share of violent crime and population.
3. Dividing each state's final award amount (except for the territories and the District of Columbia) between the state and its units of local governments at rates of 60 and 40 percent, respectively.
4. Determining award allocations for the units of local government, which are based on their proportion of the state's 3-year violent crime average. If the "eligible award amount" for a particular unit of local government, as determined on this basis, is \$10,000 or more, then the unit of local government is eligible to apply directly to OJP (under the JAG Local Solicitation) for a JAG award. If the "eligible award

amount” for a particular unit of local government, as determined on this basis, is less than \$10,000, the funds are not made available for a direct award to that particular unit of local government, but instead are added to the amount that is awarded to the state.

Allocation Determination and Units of Local Government Requirements Regarding Use of JAG Funds

Eligible allocations under JAG are posted annually on the [JAG web page](#).

According to the JAG Program statute, a “disparity” may exist between the funding eligibility of a county and its associated municipalities. See [34 U.S.C. § 10156\(d\)\(4\)](#). Units of local government identified by BJA as disparate must select a fiscal agent that will submit an application for the allocation to include all disparate municipalities. A memorandum of understanding (MOU) that identifies which jurisdiction will serve as the applicant or fiscal agent for joint funds must be completed and signed by each participating jurisdiction’s authorized representative. Once an award is made, the fiscal agent will be responsible for distributing award funds to the other jurisdictions in the disparate group through subawards that include all appropriate award conditions. To verify eligibility, an applicant should visit the [JAG web page](#) and click on their respective state and note the following regarding the state’s allocation table:

1. Disparate units of local government are listed in shaded groups, in alphabetic order by county. Units of local government identified as disparate must select one unit of local government to submit an application on behalf of the disparate group.
2. Counties that have an asterisk (*) under the “Direct Allocation” column did not submit the level of violent crime data to qualify for a direct award from BJA but are in the disparate grouping indicated by the shaded area. The JAG legislation requires these counties to remain a partner with the local jurisdictions receiving funds and must be a signatory on the required MOU.
3. Direct allocations are listed alphabetically below the shaded disparate groupings.

Please note that disparate jurisdictions do not need to abide by the listed individual allocations, which are provided for information only. Jurisdictions in a funding disparity are responsible for determining individual amounts within the Eligible Joint Allocation and documenting individual allocations in the MOU. See the [JAG FAQs](#) for more information. A [sample MOU](#) is also available.

Statutory Program Areas

In general, JAG funds awarded to a unit of local government under the FY 2023 program may be used to hire additional personnel and/or purchase equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice or civil proceedings, including for any one or more of the following program areas:

1. Law enforcement programs.

2. Prosecution and court programs.
3. Prevention and education programs.
4. Corrections and community corrections programs.
5. Drug treatment and enforcement programs.
6. Planning, evaluation, and technology improvement programs.
7. Crime victim and witness programs (other than compensation).
8. Mental health programs and related law enforcement and corrections programs, including behavioral programs and crisis intervention teams.
9. Implementation of state crisis intervention court proceedings and related programs or initiatives, including, but not limited to, mental health courts, drug courts, veterans courts, and extreme risk protection order programs.

In connection with all of the above purposes, it should be noted that the statute defines “criminal justice” as “activities pertaining to crime prevention, control, or reduction, or the enforcement of the criminal law, including, but not limited to, police efforts to prevent, control, or reduce crime or to apprehend criminals, including juveniles, activities of courts having criminal jurisdiction, and related agencies (including but not limited to prosecutorial and defender services, juvenile delinquency agencies and pretrial service or release agencies), activities of corrections, probation, or parole authorities and related agencies assisting in the rehabilitation, supervision, and care of criminal offenders, and programs relating to the prevention, control, or reduction of narcotic addiction and juvenile delinquency.”

BJA Areas of Emphasis

BJA recognizes that many state and local justice systems currently face challenging fiscal environments and an important, cost-effective way to relieve those pressures is to share or leverage resources through cooperation among federal, state, and local law enforcement. Key areas of priority for BJA include advancing justice system reform efforts, advancing racial equity and support for underserved communities, preventing and combating hate crimes, crime and violence reduction strategies, and community violence intervention (CVI) approaches. BJA encourages recipients of FY 2023 JAG funds to consider coordination with federal law enforcement agencies and other stakeholders, including communities most impacted by crime and violence, in addressing these challenges. Additional details on the BJA areas of emphasis can be found below:

Advancing Justice System Reform Efforts

The justice system serves an important role in protecting communities and seeking justice for victims. For the justice system to serve that role effectively, it must be fair, open, and equitable; utilize evidence-based approaches; and promote restorative practices and rehabilitation. For far too long, however, the justice system has not lived up to its promise. Racial bias and injustice and overly harsh sentences have swelled correctional populations which not only exacerbates distrust in the justice system, but also destabilizes the wellbeing of communities. To build strong, safe, and healthy communities, it is critical to address the underlying,

entrenched issues of inequity and disparity in the criminal justice system so that all persons receive equal treatment under the law. Jurisdictions must carefully review the ways in which the structures and incentives within their own systems are driving correctional populations and racial disparities and realign operations and target resources toward community solutions.

Consistent with President Biden's [Executive Order 14074](#), Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety, and the [Safer America Plan](#), DOJ is committed to advancing bold, effective justice reform solutions that deliver safety, equity, and justice for all. Justice system reform includes, but is not limited to, a wide range of investments in community safety and justice such as accountability of law enforcement to build community trust, alternatives to incarceration, community supervision reforms, support for mental health and substance use treatment services, community-driven programs and partnerships, and enhancing pretrial processes. Efforts to continue to address the backlog of court cases created during the pandemic would fall in this category. BJA encourages JAG recipients to utilize funding for projects that promote all aspects of justice system reform.

Advancing Racial Equity and Support for Underserved Communities

Consistent with the Presidential [Memorandum on Restoring the Department of Justice's Access-to-Justice Function and Reinvigorating the White House Legal Aid Interagency Roundtable](#) and [Executive Order 13985](#), Advancing Racial Equity and Support for Underserved Communities Through the Federal Government, DOJ is committed to ensuring equal access to justice and identifying and reducing disparities that exist throughout the criminal and civil legal systems, and to remove barriers to ensure equal opportunity for people of color and for communities that have been historically underserved, marginalized, and adversely affected by inequality. This commitment is evidenced by the April 14, 2022, [Equity Action Plan](#) designed to increase equity, opportunity, and resources for the most vulnerable communities.

BJA encourages JAG recipients to utilize funds to support efforts at the state, territory, local, and tribal levels to institute more effective and equitable criminal justice policies and practices, foster public trust, and enhance public safety and security by increasing engagement with community members and building partnerships with community organizations to develop a shared vision and approach to addressing crime. This includes support for strategies to ensure the protection of defendants' and incarcerated individuals' constitutional rights and safety and efforts to address wrongful convictions and conviction integrity. This also includes supporting technological or personnel upgrades to provide more equitable access to justice, including language access resources, resources to better serve those with disabilities, and indigent defense services. Finally, this can include efforts to build partnerships between the criminal justice system and nonprofits to

provide support for collaborative, community-driven and informed efforts, such as community-based diversion programs outside of the criminal justice system, increasing access to resources to support the right to counsel, and developing community-driven and informed prevention programs or responses to violent crime.

Preventing and Combating Hate Crimes

Hate crimes (sometimes called bias-motivated crimes) are criminal offenses motivated by some form of bias toward victims based on their perceived or actual race, color, ethnicity, religion, national origin, sexual orientation, gender, gender identity, or disability. Hate crimes have a devastating effect beyond the harm inflicted on any one victim. They reverberate through families, communities, and the entire nation as others fear that they too may be threatened, attacked, or forced from their homes because of what they look like, who they are, where they worship, who they love, or whether they have a disability. As with most other crimes, hate crimes in the United States are primarily investigated under state law and prosecuted by local, state, and tribal authorities. However, reluctance from victims and witnesses to contact law enforcement about hate crime incidents may arise from perceptions of bias, distrust of law enforcement or the criminal justice system, or barriers such as language or concerns about immigration status. Hate crimes are chronically underreported to and under-identified by law enforcement. Tools such as the [U.S. Bureau of Justice Statistics' National Crime Victimization Survey \(NCVS\)](#) and the Federal Bureau of Investigation's (FBI's) Uniform Crime Reporting (UCR) program shed some light on trends among those hate crimes reported to law enforcement or through NCVS. Although hate crimes are often underreported, in recent years, there have been alarming spikes in hate crimes and threats of violence across the country, often fueled by online hate forums. In 2021 and 2022, there were several attacks on houses of worship, threats against Historically Black Colleges and Universities, and increased attacks on Asian Americans. Though many jurisdictions are facing significant increases in hate crimes and hate incidents, [a recent research study and survey from the National Institute of Justice \(NIJ\)](#) indicates that many state and local law enforcement agencies do not have adequate tools to identify, investigate, and respond to hate crimes, and only 23 percent of law enforcement agencies that responded to the survey reported any hate crime investigations in 2018.

In September 2022, Attorney General Merrick Garland [announced that all 94 U.S. Attorneys' offices](#) would be implementing the United Against Hate Program and emphasized that eliminating hate and bias-motivated crimes is one of DOJ's top priorities, and combating hate crimes and promoting trust and accountability in law enforcement was one of the Department's priority goals for fiscal year 2023. BJA encourages JAG recipients to utilize funding to promote change and accountability by supporting state, local, and tribal efforts to prevent hate crimes, improve data collection and reporting of hate-related criminal offenses and incidents, and promote efforts to fully investigate and prosecute hate crimes when they do occur.

This includes ensuring those agencies that have not yet transitioned to the National Incident Based Reporting System (NIBRS) do so expeditiously to ensure that national hate crime statistics are as accurate as possible. More information on BJA's portfolio addressing hate crimes, including the [Emmett Till Cold Case Investigations](#) and [Matthew Shepard and James Byrd, Jr. Hate Crimes](#) programs, can be found at: [Hate Crime | Bureau of Justice Assistance \(ojp.gov\)](#).

Crime and Violence Reduction Strategies

The Biden–Harris Administration and DOJ have made crime and violence reduction a top priority. In May 2022, President Biden signed [Executive Order 14074](#), Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety, which states, “since early 2020, communities around the country have faced rising rates of violent crime, requiring law enforcement engagement at a time when law enforcement agencies are already confronting challenges of staffing shortages and low morale.” According to an analysis of 27 cities conducted by the Council on Criminal Justice, the number of homicides in 2022 declined 4 percent over 2021, yet the homicide rate remained 34 percent higher than 2019 levels. Also, preliminary data compiled by the [National Law Enforcement Officers Memorial Fund](#) indicate that as of December 31, 2022, 226 federal, state, tribal, and local law enforcement officers died in the line of duty in 2022. Line-of-duty-related deaths continue to be a top concern. Sixty-four law enforcement officers were killed feloniously by firearms in 2022, which is an increase over the historical number of deaths by gunfire seen in the prior decade (2010–2020 saw an average of 53).

BJA encourages JAG grantees to invest funds to tailor programs and responses to state and local crime issues through the use of data and analytics; coordinate with United States Attorneys and Project Safe Neighborhoods grantees in order to leverage funding for crime and violence reduction projects and coordinate their law enforcement activities with those of federal law enforcement agencies such as the FBI, the Bureau of Alcohol, Tobacco, Firearms and Explosives, the Drug Enforcement Administration, the United States Marshals Service, and the Department of Homeland Security; and form partnerships with federal, state, and local law enforcement and prosecutors to identify persons who use guns to commit a crime and who purchase or sell guns illegally. This includes ensuring that persons prohibited from purchasing firearms (see e.g., 18 U.S.C. § 922(g)) are deterred from doing so by enhancing complete, accurate, and timely access to the FBI's National Instant Criminal Background Check System (NICS) and the timely submission of all necessary records into the FBI databases, which will help prevent illegal transfers of firearms to those who are prohibited from owning firearms under current law. BJA also encourages JAG grantees to invest in implementing programs that provide training, assistance, and resources to law enforcement agencies to mitigate the current crisis in law enforcement recruitment and retention, bolster the security of at-risk places of worship such as synagogues, churches, and mosques, provide

security for prosecutors and elections, enhanced community policing and crime prevention, enforcement of commonsense gun laws, and upgrade systems and/or purchase technology that support agency strategies to reduce violent crime and enhance their capacity to better address crime.

Community Based Violence Intervention (CVI) Approaches

In April 2021, the [Biden–Harris Administration announced historic investments in CVI](#) efforts to combat the gun violence epidemic. CVI is an approach that uses evidence-informed strategies to reduce violence through tailored, community-centered initiatives. These multidisciplinary strategies engage individuals and groups to prevent and disrupt cycles of violence and retaliation and establish relationships between individuals and community assets to deliver services that save lives, address trauma, provide opportunity, and improve the physical, social, and economic conditions that drive violence. On February 16, 2023, Attorney General Garland [delivered remarks](#) at a convening of grantees under OJP’s [Community Based Violence Intervention and Prevention Initiative](#). He emphasized that DOJ’s approach to disrupting violent crime is: “centered on our partnerships – both with the communities harmed by violent crime and with the law enforcement agencies that protect those communities. Our approach is centered on building public trust. We know that we cannot do our jobs effectively without the trust of the communities we serve. Our department-wide anti-violent crime strategy leverages the resources of our federal prosecutors, agents, investigators, grant programs, and criminal justice experts towards those ends. We are working closely with local and state law enforcement agencies, with officials across government, and with the communities most affected by this violence, and with the community organizations on the front lines – all toward one goal: the goal of making our communities safer.”

BJA encourages JAG recipients to invest JAG funds to tailor programs to build strong, sustained partnerships with community residents and organizations to support CVI work in communities most impacted by violent crime. CVI strategies typically focus on high-risk individuals and gang and gun violence as well as the historical and structural challenges that often contribute to community violence. CVI strategies should involve holistic, coordinated interventions attending to the multiple needs of individuals at high risk of gang and gun violence. For example, hospital-based violence intervention programs use credible messengers to connect with victims of gun violence while they are still in the hospital, and then wraparound services are typically provided to them such as behavioral health support, employment access, housing advocacy, and family support. More information on CVI strategies is available through [BJA’s National Training and Technical Assistance Center \(NTTAC\)](#) and on [BJA’s website](#) at: <https://bja.ojp.gov/program/community-violence-intervention/overview>. BJA encourages JAG recipients to partner with organizations with existing CVI strategies to support and enhance those programs, which may include organizations funded under OJP’s Community Based Violence Intervention and Prevention Initiative (CVIPI). To identify and learn

more about existing CVIPI grantees, review [OJP's CVIPI web page](#) and FY 2022 CVIPI award information. In addition, jurisdictions looking to implement those strategies can request training and technical assistance (TTA) on the [NTTAC website](#).

Additional Uses of JAG Funds

JAG funds awarded under this FY 2023 solicitation may also be used to:

- Support reentry projects with the goal of improving outcomes for incarcerated individuals returning to the community from prison or jail.
- Support projects related to preventing, detecting, seizing, and/or stopping the presence and use of contraband cellphones within correctional facilities. This includes the purchasing of managed access systems and other mitigation technologies (as permitted by applicable law).
- Purchase fentanyl and methamphetamine detection equipment, including handheld instruments and training for law enforcement safety, as well as opioid reversal agents.
- Purchase drug-detection canines to combat the rise of drug trafficking, including that of methamphetamines.
- Support efforts to seal and expunge criminal history information in accordance with state laws and policies.
- Support efforts to attract and retain an all-inclusive, diverse, expert, and accountable law enforcement workforce, with a focus on gender and racial diversity.
- Support virtual reality de-escalation training.
- Purchase humane remote restraint devices that enable law enforcement to restrain an uncooperative subject without inflicting pain.
- Purchase gunfire detection technology.
- Promote data sharing and sex offender monitoring.

Additionally, JAG funds awarded under this FY 2023 solicitation may be used for any purpose indicated here: [Purposes for Which Funds Awarded Under the Edward Byrne Memorial Justice Assistance Grants \(JAG\) Program May Be Used \(ojp.gov\)](#).

Limitations on the Use of JAG funds

Administrative Costs — Up to 10 percent of a JAG award, including up to 10 percent of any earned interest, may be used for costs associated with administering the award, which can include indirect costs.

Supplanting — JAG funds may not be used to supplant state or local funds but must be used to increase the amount of such funds that would, in the absence of federal funds, be made available. See the [JAG FAQs](#) for examples of supplanting. Although supplanting is prohibited, BJA encourages the leveraging of federal funding.

Matching Funds — Absent specific federal statutory authority to do so, JAG award funds may not be used as a match for other federal awards.

Prohibited and Controlled Equipment and Associated Procedures under JAG — The JAG statute, at [34 U.S.C. § 10152\(d\)](#), specifically identifies a list of prohibited items. In addition, consistent with [Executive Order 14074](#), Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety of May 25, 2022, the use of OJP grant funds for the purchase or transfer of certain equipment has been designated as prohibited or controlled starting with FY 2023 OJP grant funds. Details and associated procedures for requesting prior approval, where applicable, can be found in the [JAG Prohibited and Controlled Equipment Guidance](#) and the [JAG FAQs](#).

Note: The use of BJA grant funds for unmanned aircraft systems (UAS), including unmanned aircraft vehicles (UAV) and/or any accompanying accessories to support UAS or UAV devices/systems, is unallowable.

Other Program Requirements

A unit of local government that applies for and receives an FY 2023 JAG award must note the following:

Trust Fund — Units of local government may draw down JAG funds either in advance or on a reimbursement basis. To draw down in advance, a trust fund must be established in which to deposit the funds. The trust fund must be in an interest-bearing account, unless one of the exceptions in 2 C.F.R. § 200.305(b)(8) apply. If subrecipients draw down JAG funds in advance, they also must establish a trust fund in which to deposit the funds. For additional information, see [2 C.F.R. § 200.305](#).

Minimum Requirements for Extreme Risk Protection Order Programs (ERPOs) — ERPOs must include, at a minimum—

1. Pre-deprivation and post-deprivation due process rights that prevent any violation or infringement of the Constitution of the United States, including, but not limited to, the Bill of Rights and the substantive or procedural due process rights guaranteed under the fifth and 14th amendments to the Constitution of the United States, as applied to the states and as interpreted by state courts and United States courts (including the Supreme Court of the United States). Such programs must include, at the appropriate phase to prevent any violation of constitutional rights, at minimum, notice, the right to an in-person hearing, an unbiased adjudicator, the right to know opposing evidence, the right to present evidence, and the right to confront adverse witnesses.
2. The right to be represented by counsel at no expense to the government.
3. Pre-deprivation and post-deprivation heightened evidentiary standards and proof which mean not less than the protections afforded to a similarly situated litigant in

federal court or promulgated by the state's evidentiary body, and sufficient to ensure the full protections of the Constitution of the United States, including, but not limited to, the Bill of Rights and the substantive and procedural due process rights guaranteed under the fifth and 14th amendments to the Constitution of the United States, as applied to the states and as interpreted by state courts and United States courts (including the Supreme Court of the United States). The heightened evidentiary standards and proof under such programs must, at all appropriate phases to prevent any violation of any constitutional right, at minimum, prevent reliance upon evidence that is unsworn or unaffirmed, irrelevant, based on inadmissible hearsay, unreliable, vague, speculative, and lacking a foundation.

4. Penalties for abuse of the program.

Certifications and Assurances by the Chief Executive of the Applicant Government (which incorporates the 30-day governing body review requirement) — A JAG application is not complete, and a unit of local government may not access award funds, unless the chief executive of the applicant unit of local government (e.g., the mayor) properly executes, and the unit of local government submits, the “Certifications and Assurances by the Chief Executive of the Applicant Government.” The most up-to-date version of this certification can be found at: [FY23 JAG - Certifications and Assurances by the Chief Executive of the Applicant Government](#). Please note that this certification contains assurances that the governing body notification and public comment requirements, which are required under the JAG statute (at 34 U.S.C. § 10153(a)(2)), have been satisfied.

OJP will not deny an application for an FY 2023 award for failure to submit these “Certifications and Assurances by the Chief Executive of the Applicant Government” by the application deadline, but a unit of local government will not be able to access award funds (and its award will include a condition that withholds funds) until it submits these certifications and assurances properly executed by its respective chief executive (e.g., the mayor).

Body-worn Cameras (BWCs) — A JAG award recipient that proposes to use FY 2023 funds to purchase BWC equipment or implement or enhance BWC programs must provide to OJP a certification(s) that each direct recipient receiving the equipment or implementing the program has policies and procedures in place related to BWC equipment usage, data storage and access, privacy considerations, and training. The certification form related to BWC policies and procedures can be found at: [JAG - Body-Worn Camera \(BWC\) Policy Certification](#).

A JAG award recipient that proposes to use funds for BWC-related expenses will have funds withheld until the required certification is submitted and approved by OJP. If the JAG award recipient proposes to change project activities to utilize JAG funds for BWC-related expenses after the award is accepted, the JAG award recipient must submit the signed certification to OJP at that time.

Further, before making any subaward for BWC-related expenses, the JAG award

recipient must collect a completed BWC certification from the proposed subrecipient. Any such certifications must be maintained by the JAG award recipient and made available to OJP upon request. The [BJA BWC Toolkit](#) provides model BWC policies and best practices to assist criminal justice departments in implementing BWC programs.

Apart from the JAG Program, BJA provides funds under the [Body-worn Camera Policy and Implementation Program](#) (BWCPPI). BWCPPI allows jurisdictions to develop and implement policies and practices required for effective program adoption, and to address program factors including the purchase, deployment, and maintenance of camera systems and equipment; data storage and access; and privacy considerations. Interested JAG award recipients may wish to refer to the [BWC Partnership Program web page](#) for more information. JAG award recipients that are also BWC award recipients may not use JAG funds for any part of the 50 percent match required by the BWC Program.

Body Armor — Body armor purchased with JAG funds may be purchased at any threat level, make, or model from any distributor or manufacturer, as long as the following requirements are met: The body armor must have been tested and found to comply with the latest applicable National Institute of Justice ballistic or stab standards (<https://cjtcc.org/compliance-testing-program/compliant-product-lists/>). In addition, body armor purchased must be made in the United States.

Body armor purchased with JAG funds must be “uniquely fitted vests,” which means protective (ballistic or stab-resistant) armor vests that conform to the individual wearer to provide the best possible fit and coverage through a combination of (1) correctly sized panels and carrier determined through appropriate measurement and (2) properly adjusted straps, harnesses, fasteners, flaps, or other adjustable features. Note that the requirement that body armor be “uniquely fitted” does not necessarily require body armor that is individually manufactured based on the measurements of an individual wearer. In support of OJP’s efforts to improve officer safety, the American Society for Testing and Materials (ASTM) International has made available the Standard Practice for Body Armor Wearer Measurement and Fitting of Armor ([Active Standard ASTM E3003](#)) at no cost. The [Personal Armor Fit Assessment Checklist](#) is excerpted from ASTM E3003.

A JAG award recipient that proposes to use FY 2023 award funds to purchase body armor must provide OJP with a certification(s) that each law enforcement agency receiving body armor has a written “mandatory wear” policy in effect (see [34 U.S.C. § 10202\(c\)](#)). The certification form related to mandatory wear can be found at: [JAG - Body Armor Mandatory Wear Policy Certification](#). Note: A JAG award recipient that proposes to use funds for the purchase of body armor will have funds withheld until the required certification is submitted and approved by OJP. If the JAG award recipient proposes to change project activities to utilize funds for the purchase of body armor after the award is accepted, the award recipient must submit the signed certification to OJP at that time.

Further, before making any subaward for the purchase of body armor, the JAG award recipient must collect a completed mandatory wear certification from the proposed

subrecipient. Any such certifications must be maintained by the JAG award recipient and made available to OJP upon request. A mandatory wear concept and issues paper and a model policy are available from the BVP Customer Support Center, which can be contacted at vests@usdoj.gov or toll free at 1-877-758-3787. Additional information and FAQs related to the mandatory wear policy and certifications can be found in the [JAG FAQs](#).

Apart from the JAG Program, BJA provides funds under the Patrick Leahy Bulletproof Vest Partnership (BVP) Program. The BVP Program provides funding to state and local law enforcement agencies for the purchase of ballistic-resistant and stab-resistant body armor. For more information on the BVP Program, including eligibility and an application, refer to the [BVP webpage](#). JAG award recipients should note, however, that funds may not be used for any part of the 50 percent match required by the BVP Program.

Death in Custody Reporting Act (DCRA) — The Death in Custody Reporting Act of 2013 (Public Law 113-242) requires states to report to the Attorney General information regarding the death of any person who is detained, under arrest, in the process of being arrested, en route to be incarcerated, or incarcerated at a municipal or county jail, state prison, state-run boot camp prison, boot camp prison that is contracted by the state, any state or local contract facility, or other local or state correctional facility (including any juvenile facility). To comply with DCRA, JAG State Administering Agencies (SAAs) are responsible for collecting data on a quarterly basis from local entities including local jails, law enforcement agencies, medical examiners, and other state agencies and submitting the data to BJA. Units of local government are strongly encouraged to cooperate with DCRA data collection efforts within their state.

Interoperable Communications — Units of local government (including any subrecipients) that are using FY 2023 JAG funds for emergency communications activities should comply with the SAFECOM Guidance for Emergency Communication Grants (SAFECOM Guidance), including provisions on technical standards that ensure and enhance interoperable communications. The SAFECOM Guidance is an essential resource for entities applying for federal financial assistance for emergency communications projects. It provides general information on eligible activities, technical standards, and other terms and conditions that are common to most federal emergency communications programs. Specifically, the SAFECOM Guidance provides guidance to applicants on:

- Recommendations for planning, coordinating, and implementing projects.
- Emergency communications activities that can be funded through federal grants.
- Best practices, policies, and technical standards that help to improve interoperability.
- Resources to help grant recipients comply with technical standards and grant requirements.

SAFECOM Guidance is recognized as the primary guidance on emergency communications grants by the Administration, Office of Management and Budget, and federal grant program offices. The Cybersecurity & Infrastructure Security Agency (CISA) updates the document every year in close coordination with federal, state, local, tribal, and territorial stakeholders, and partners. SAFECOM Guidance is applicable to all federal grants funding emergency communications. The most recent version of the SAFECOM Guidance is available at: <https://www.cisa.gov/safecom/funding>.

Additionally, emergency communications projects funded with FY 2023 JAG funds should support the Statewide Communication Interoperability Plan (SCIP) and be coordinated with the full-time statewide interoperability coordinator (SWIC) in the state of the project. As the central coordination point for a state's interoperability effort, the SWIC plays a critical role and can serve as a valuable resource. SWICs are responsible for the implementation of SCIP through coordination and collaboration with the emergency response community. CISA maintains a list of SWICs for each state and territory. Contact ecd@cisa.dhs.gov for more information. All communications equipment purchased with FY 2023 JAG Program funding should be identified during the quarterly performance measurement reporting.

DNA Testing of Evidentiary Materials and Uploading DNA Profiles to a Database — If JAG Program funds are to be used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS), the national DNA database operated by the FBI, by a government DNA lab with access to CODIS. No profiles generated with JAG funding may be entered into any other nongovernmental DNA database without prior written approval from BJA (exceptions include forensic genealogy). Additionally, award recipients utilizing JAG funds for forensic genealogy testing must adhere to the DOJ Interim Policy Forensic Genealogical DNA Analysis and Searching available at: <https://www.justice.gov/olp/page/file/1204386/download>. For more information about DNA testing as it pertains to JAG, please refer to the [JAG FAQs](#).

Entry of Records into State Repositories — As appropriate and to the extent consistent with law, a special condition will be imposed that would require the following: Any program or activity that receives federal financial assistance under JAG that is likely to generate court dispositions or other records relevant to NICS determinations, including any dispositions or records that involve any noncitizen or migrant who is undocumented in the United States (18 U.S.C. § 922(g)(5)(A), must have a system in place to ensure that all such NICS-relevant dispositions or records are made available in a timely fashion.

National Incident-based Reporting System — In FY 2016, the FBI formally announced its intention to sunset the UCR program's traditional Summary Reporting System (SRS) and replace it with NIBRS by January 1, 2021. By statute, BJA JAG awards are calculated using summary part 1 violent crime data from the FBI's UCR program. Specifically, the formula allocations for JAG rely heavily on the ratio of "the average number of part 1

violent crimes of the UCR of the FBI reported by such State for the three most recent years reported by such State to the average annual number of such crimes reported by all States for such years” (34 U.S.C. 10156(a)(1)(B)). In preparation for the FBI’s 2021 NIBRS compliance deadline, BJA imposed an administrative requirement for JAG award recipients that are not NIBRS compliant to dedicate 3 percent of their JAG award toward coming into full compliance with the FBI’s NIBRS data submission requirement to both encourage and assist jurisdictions in working toward compliance and ensure they continue to have critical criminal justice funding available through JAG when SRS transitioned to NIBRS. A NIBRS set-aside is NOT required for FY 2023 awards; however, JAG recipients are encouraged to continue working toward and/or maintaining NIBRS compliance to ensure that JAG eligibility is not affected in future fiscal years. Local jurisdictions that are seeking NIBRS compliance certification should reach out directly to their respective state agency. Agencies with questions about the certification process may contact ucr-nibrs@fbi.gov. More information about NIBRS, including toolkits and updates from the FBI Criminal Justice Information Services team, can be found at: [NIBRS — FBI](#).

Goals, Objectives, and Deliverables

Goals

In general, the FY 2023 JAG Program is designed to provide units of local government with additional personnel, equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice and civil proceedings.

Objectives

The objectives are directly related to the JAG Program accountability measures described at: <https://bja.ojp.gov/sites/g/files/xyckuh186/files/media/document/jag-pmt-accountability-measures.pdf>.

A unit of local government that receives an FY 2023 JAG award will be required to produce various types of reports including quarterly performance reports in BJA’s Performance Measurement Tool (PMT), quarterly financial reports in JustGrants, and semi-annual progress reports in JustGrants.

The Goals, Objectives, and Deliverables are directly related to the performance measures that show the completed work’s results, as discussed in the Application and Submission Information section.

Evidence-Based Programs

OJP strongly encourages the use of data and evidence in policymaking and program development for criminal justice, juvenile justice, and crime victim services. For additional information and resources on evidence-based programs or practices, see the [OJP Grant Application Resource Guide](#).

Information Regarding Potential Evaluation of Programs and Activities

OJP may conduct or support an evaluation of the programs and activities funded under this solicitation. For additional information and applicable documentation to be included in the application, see the [OJP Grant Application Resource Guide](#) section entitled “Information Regarding Potential Evaluation of Programs and Activities.”

Federal Award Information

General Guidance for Federal Award

Anticipated number of awards BJA expects to make: 1296

Anticipated maximum dollar amount for each award: \$4,660,745

Period of performance start date: October 1, 2022

Period of performance duration: 24 - 48 months

Anticipated Total amount to be awarded under solicitation: \$102,778,619

Category 1 — Eligible Allocation Amounts of Less than \$25,000: Units of local government that are listed on the JAG web page as eligible for an allocation amount of less than \$25,000 should apply under Category 1. This includes direct and joint (disparate) allocations. Category 1 awards of less than \$25,000 are 2 years in length. Extensions of up to 2 years can be requested for these awards via JustGrants no fewer than 30 days prior to the project period end date and will be automatically granted upon request.

Category 2 — Eligible Allocation Amounts of \$25,000 or More: Units of local government that are listed on the JAG web page as eligible for an allocation amount of \$25,000 or more should apply under Category 2. This includes direct and joint (disparate) allocations. Category 2 awards of at least \$25,000 are 4 years in length. Extensions beyond this period may be made on a case-by-case basis at the discretion of BJA and must be requested via JustGrants no fewer than 30 days prior to the project period end date.

Solicitation Categories

Competition ID	Category *	Number of Awards	Dollar Amount for Award	Performance Start Date	Performance Duration (Months)
C-BJA-2023-00104-PROD	Category 1— Applicants with eligible allocation amounts of less than \$25,000	678	\$10,420,302	10/1/22 12:00 AM	24
	Category				

C-BA-2023-00105-PROD	2–Applicants with eligible allocation amounts of \$25,000 or more	618	92,358,317	10/1/22 12:00 AM	48
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Awards, Amounts and Durations

Type of Award

BJA expects to make awards under this solicitation as grants. See the “Administrative, National Policy, and Other Legal Requirements” section of the [OJP Grant Application Resource Guide](#) for a brief discussion of important statutes, regulations, and award conditions that apply to many (or in some cases, all) OJP grants.

Financial Management and System Controls

Award recipients and subrecipients (including recipients or subrecipients that are pass-through entities) must, as described in the Part 200 Uniform Requirements as set out at 2 C.F.R. 200.303, comply with standards for financial and program management. See the [OJP Grant Application Resource Guide](#) for additional information.

Budget Information

This solicitation expressly modifies the [OJP Grant Application Resource Guide](#) by not incorporating the “Limitation on Use of Award Funds for Employee Compensation; Waiver” provision in the “Financial Information” section of the [OJP Grant Application Resource Guide](#).

General requirement for federal authorization of any subaward; statutory authorization of subawards under the JAG Program statute. Generally, a recipient of an OJP award may not make subawards (“subgrants”) unless the recipient has specific federal authorization to do so. Unless an applicable statute or DOJ regulation specifically authorizes (or requires) particular subawards, a recipient must have authorization from OJP before it may make a subaward. However, JAG subawards that are required or specifically authorized by statute (see [34 U.S.C. § 10152\(a\)](#) and [34 U.S.C. § 10156](#)) do not require prior approval. For additional information regarding subawards and authorizations, please refer to the subaward section in the [OJP Grant Application Resource Guide](#).

The use of BJA grant funds for unmanned aircraft systems (UAS), including unmanned aircraft vehicles (UAV), and/or any accompanying accessories to support UAS or UAV devices/systems, is unallowable.

Cost Sharing or Matching Requirement

This solicitation does not require a match.

Pre-agreement Costs (also known as Pre-award Costs)

See the [OJP Grant Application Resource Guide](#) for information on Pre-agreement Costs (also known as Pre-award Costs).

Prior Approval, Planning, and Reporting of Conference/Meeting/Training Costs

See the [OJP Grant Application Resource Guide](#) for information on Prior Approval, Planning, and Reporting of Conference/Meeting/Training Costs.

Costs Associated with Language Assistance (if applicable)

See the [OJP Grant Application Resource Guide](#) for information on Costs Associated with Language Assistance.

Availability of Funds

This solicitation, and awards under this solicitation, are subject to the availability of appropriated funds and to any modifications or additional requirements that may be imposed by the agency or by law. In addition, nothing in this solicitation is intended to, and does not, create any right or benefit, substantive or procedural, enforceable at law or in equity by any party against the United States, its departments, agencies, or entities, its officers, employees, or agents, or any other person.

The allocations by state for the FY23 JAG Program can be found at: <https://bja.ojp.gov/program/jag/fy-2023-allocations>.

Eligibility Information

For eligibility information, see the solicitation cover page.

For information on cost sharing or matching requirements, see the "Federal Award Information" section.

All recipients and subrecipients (including any for-profit organization) must forgo any profit or management fee.

Application and Submission Information

Content of Application Submission

See the “Application Elements and Formatting Instructions” section of the [OJP Grant Application Resource Guide](#) for information on what happens to an application that does not contain all the specified elements or is nonresponsive to the scope of the solicitation.

Information to Complete the Application for Federal Assistance (SF-424) in Grants.gov

The SF-424 must be submitted in Grants.gov. It is a required standard form used as a cover sheet for submission of pre-applications, applications, and related information. See the [OJP Grant Application Resource Guide](#) for additional information on completing the SF-424.

In Section 8F of the SF-424, please include the name and contact information of the individual **who will complete the application in JustGrants**. JustGrants will use this information (*email address*) to assign the application to this user in JustGrants.

Intergovernmental Review: This solicitation (“funding opportunity”) is subject to [Executive Order 12372](#). An applicant may find the names and addresses of State Single Points of Contact (SPOCs) at the following website: <https://www.whitehouse.gov/wp-content/uploads/2020/04/SPOC-4-13-20.pdf>. If the applicant’s State appears on the SPOC list, the applicant must contact its SPOC to find out about, and comply with, the State’s process under E.O. 12372. On the SF-424, an applicant whose State appears on the SPOC list is to make the appropriate selection in response to question 19, once the applicant has complied with its State E.O. 12372 process. An applicant whose State does not appear on the SPOC list should answer question 19 by selecting “Program is subject to E.O. 12372 but has not been selected by the State for review.” the SF-424, an applicant whose State appears on the SPOC list is to make the appropriate selection in response to question 19, once the applicant has complied with its State E.O. 12372 process. An applicant whose State does not appear on the SPOC list should answer question 19 by selecting “Program is subject to E.O. 12372 but has not been selected by the State for review.”

Standard Applicant Information (JustGrants 424 and General Agency Information)

The Standard Applicant Information section of the JustGrants application is pre-populated with the SF-424 data submitted in Grants.gov. The applicant will need to review the Standard Applicant Information in JustGrants and make edits as needed. Within this section, the applicant will need to add: zip codes for areas affected by the project; confirm their Authorized Representative; and verify and confirm the organization’s unique entity identifier, legal name, and address.

Proposal Abstract

A brief Proposal Abstract (no more than 100 words), which concisely describes the intended use of JAG funds, must be completed in the JustGrants web-based form. This abstract should be in paragraph form without bullets or tables, written in the third person, and exclude personally identifiable information. Abstracts will be made publicly available on the OJP and USASpending.gov websites if the project is awarded. Examples of brief Proposal Abstracts are included below.

JAG Abstract Examples:

The city of _____ will use JAG funds for overtime for increased patrols to bolster the security of at-risk nonprofit organizations such as synagogues, churches, mosques, and other places of worship.

The county of _____ will use JAG funds to hire credible messengers as part of a community based violence intervention initiative.

Disparate JAG Abstract Example:

The disparate jurisdictions of _____ and _____ will use JAG funds for technology improvements and equipment. Specifically, the county of _____ will use JAG funds to replace its records management system in order to transition to NIBRS, and the city of _____ will use JAG funds to purchase body worn cameras to promote public trust, accountability, and transparency.

Proposal Narrative

The Proposal Narrative should be submitted as an attachment in JustGrants. The attached document should be double-spaced, using a standard 12-point font; have no less than 1-inch margins; and should not exceed 10 numbered pages.

Category 1 — Eligible Allocation Amounts of Less than \$25,000

The proposal narrative for Category 1 applications must include a description of the project(s), including subawards, if applicable, to be funded with JAG funds over the 2-year grant period.

Category 2 — Eligible Allocation Amounts of \$25,000 or More

The proposal narrative for Category 2 applications should include:

a. Description of the Issue

Identify the unit of local government’s strategy/funding priorities for the FY 2023 JAG funds, the subaward process (if applicable, including dispartes) and

timeline, any progress or challenges, and a description of the programs to be funded over the 4-year grant period.

b. Project Design and Implementation

Describe the unit of local government's process, if any, for engaging stakeholders from across the justice continuum and how that input informs priorities. This should include a description of how local communities are engaged in the planning process, how state and local planning efforts are coordinated, and the challenges faced in coordination. The applicant should identify the stakeholders representing each program area who are participating in the strategic planning process, the gaps in the state's needed resources for criminal justice purposes, plans to improve the administration of the criminal justice system, and how JAG funds will be coordinated with state and related justice funds.

c. Capabilities and Competencies

Describe any additional strategic planning/coordination efforts in which the units of local government participate with other criminal justice entities within the local jurisdiction and/or state. Please provide an overview of any evidence-informed programs that have been implemented successfully and how those programs might inform implementation of strategic plan priorities.

d. Plan for Collecting the Data Required for this Solicitation's Performance Measures

The application should demonstrate the applicant's understanding of the performance data reporting requirements for this grant program and detail how the applicant will gather the required data should it receive funding.

Note: Applicants are **not** required to submit performance data with the application. Rather, performance measure information is included as a notification that award recipients will be required to submit performance data as part of each award's reporting requirements. Some measures are presented as examples, while others are the exact measures that every recipient will be expected to address.

OJP will require each award recipient to submit regular performance data that show the completed work's results. The performance data directly relate to the goals, objectives, and deliverables identified in the "Goals, Objectives, and Deliverables" discussion. Applicants can visit OJP's performance measurement page at www.ojp.gov/performance for an overview of performance measurement activities at OJP.

A list of performance measure questions for this program can be found at: <https://bjapmt.ojp.gov/help/JAGDocs.html>. NOTE: BJA is in the process of reviewing and revising these performance measure questions. Any changes resulting from this

review will be communicated to award recipients.

BJA will require award recipients to submit quarterly performance measure data in BJA's PMT located at <https://bjapmt.ojp.gov> and separately submit a semi-annual performance report in JustGrants. BJA will provide further guidance on the post-award submission process, if selected for award.

Note on Project Evaluations

An applicant that proposes to use award funds through this solicitation to conduct project evaluations must follow the guidance in the "Note on Project Evaluations" section in the [OJP Grant Application Resource Guide](#).

Budget and Associated Documentation

Budget Worksheet and Budget Narrative (attachment)

The applicant will complete the budget worksheet attachment and submit it by uploading it as an attachment in JustGrants. See the [OJP Grant Application Resource Guide](#) for additional information.

The budget narrative and budget worksheet (attachment) are critical elements, and applicants will be unable to successfully submit an application in JustGrants unless an attachment is uploaded in this section. If an applicant does not have a budget to submit at the time of application, an attachment must be uploaded noting as such, and BJA will add the appropriate special condition withholding funds for budget documentation. Please note that the budget narrative should include a full description of all costs, including administrative costs (if applicable).

Indirect Cost Rate Agreement (if applicable)

If applicable, the applicant will upload their indirect cost rate agreement as an attachment in JustGrants. See the [OJP Grant Application Resource Guide](#) for additional information.

This rule does not eliminate or alter the JAG-specific restriction in federal law that states charges for administrative costs may not exceed 10 percent of the award amount, regardless of the approved indirect cost rate.

Financial Management and System of Internal Controls Questionnaire (including applicant disclosure of high-risk status)

The applicant will download the questionnaire, complete it, and upload it as an attachment in JustGrants. See the [OJP Grant Application Resource Guide](#) for additional information and the link to the questionnaire.

Disclosure of Process Related to Executive Compensation

This solicitation expressly modifies the OJP Grant Application Resource Guide by not incorporating its “Disclosure of Process Related to Executive Compensation” provisions. Applicants to this solicitation are not required to provide this disclosure.

Additional Application Components

The applicant will attach the requested documentation in JustGrants.

Research and Evaluation Independence and Integrity Statement

If an application proposes research (including research and development) and/or evaluation, the applicant must demonstrate research/evaluation independence and integrity, including appropriate safeguards, before it may receive award funds. The applicant will upload documentation of its research and evaluation independence and integrity as an attachment in JustGrants. For additional information, see the [OJP Grant Application Resource Guide](#).

Memorandum of Understanding (if applicable)

For disparate jurisdictions, an MOU that identifies which jurisdiction will serve as the applicant or fiscal agent for joint funds must be completed and signed by the authorized representative for each participating jurisdiction. See the Allocation Determination and Units of Local Government Requirements Regarding Use of JAG Funds section and the [JAG FAQs](#) for more information. A [sample MOU](#) is also available.

OJP will not deny an application for an FY 2023 award if the recipient does not submit a properly executed MOU by the application deadline, but the award recipient will not be able to access award funds (and its award will include a condition that withholds funds) until it submits the properly executed MOU.

Certifications and Assurances by the Chief Executive of the Applicant Government

A JAG application is not complete, and a unit of local government may not access award funds, unless the chief executive of the applicant unit of local government (e.g., the mayor) properly executes, and submits, the “Certifications and Assurances by the Chief Executive of the Applicant Government” attached in the section above entitled “Other Program Requirements.” The most up-to-date certification form can be found at: <https://bja.ojp.gov/doc/fy-23-local-jag-ce-certification.pdf>.

Disclosure and Assurances

The applicant will address the following disclosures and assurances.

Disclosure of Lobbying Activities

Complete and submit the SF-LLL in Grants.gov. Once the applicant submits in Grants.gov, this information will pre-pend into JustGrants. See the [OJP Grant Application Resource Guide](#) for additional information.

DOJ Certified Standard Assurances

Review and accept the DOJ Certified Standard Assurances in JustGrants. See the [OJP Grant Application Resource Guide](#) for additional information.

Applicant Disclosure of Duplication in Cost Items

Complete the JustGrants web-based Applicant Disclosure of Duplication in Cost Items form. See the [OJP Grant Application Resource Guide](#) for additional information.

DOJ Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements; Law Enforcement and Community Policing

Review and accept the DOJ Certified Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; Drug-Free Workplace Requirements; and Law Enforcement and Community Policing in JustGrants. See the [OJP Grant Application Resource Guide](#) for additional information.

Applicant Disclosure and Justification – DOJ High Risk Grantees (if applicable)

If applicable, submit the DOJ High Risk Disclosure and Justification as an attachment in JustGrants. A DOJ High Risk Grantee is an award recipient that has received a DOJ High Risk designation based on a documented history of unsatisfactory performance; financial instability; management system or other internal control deficiencies; noncompliance with award terms and conditions on prior awards, or is otherwise not responsible. See the [OJP Grant Application Resource Guide](#) additional information.

How to Apply

Registration: Before submitting an application, all applicants must register with the System for Award Management (SAM). You must renew and validate your registration every 12 months. If you do not renew your SAM registration, it will expire. An expired registration can delay or prevent application submission in Grants.gov and JustGrants. Registration and renewal can take up to 10 business days to complete.

Submission: Applications must be submitted to DOJ electronically through a two-step

process via Grants.gov and JustGrants.

Step 1: After registering with SAM, the applicant must submit the **SF-424** and **SF-LLL** in Grants.gov at <https://www.grants.gov/web/grants/register.html> by the Grants.gov deadline. **Submit the SF-424 and SF-LLL as early as possible, but no later than 48 hours before the Grants.gov deadline.** If an applicant fails to submit in Grants.gov, they will be unable to apply in JustGrants.

Step 2: The applicant must then submit the **full application** including attachments in JustGrants at JustGrants.usdoj.gov by the JustGrants deadline.

Within 24 hours after receipt of confirmation emails from Grants.gov, the individual in Section 8F of the SF-424 will receive an email from DIAMD-NoReply@usdoj.gov with instructions on how to create a JustGrants account. Register the Entity Administrator and the Application Submitter with JustGrants as early as possible but no later than 48-72 hours before the JustGrants deadline. Once registered in JustGrants, the Application Submitter will receive an emailed link to complete the rest of the application in JustGrants. The Entity Administrator also will need to log into JustGrants to review and invite the applicant's Authorized Representative(s) before an application can be submitted.

Submit the complete application package in JustGrants at least 24 – 48 hours prior to the JustGrants deadline. Some of the application components will be entered directly into JustGrants, and others will require uploading attached documents. Therefore, applicants will need to allow ample time before the JustGrants deadline to prepare each component. Applicants may save their progress in the system and revise the application as needed prior to hitting the Submit button at the end of the application in JustGrants.

For additional information, see the “How to Apply” section in the [OJP Grant Application Resource Guide](#) and the [DOJ Application Submission Checklist](#).

Submission Dates and Time

The **SF-424** and the **SF-LLL** must be submitted in Grants.gov by 8/24/2023 8:59 PM, ET.

The **full application** must be submitted in JustGrants by 8/31/2023 8:59 PM, ET.

OJP urges applicants to submit their Grants.gov and JustGrants submissions prior to the due dates with sufficient time to correct any errors and resubmit by the submission deadlines if a rejection notification is received. To be considered timely, the **full application** must be submitted in JustGrants by the JustGrants application deadline. Failure to begin the SAM.gov, Grants.gov, or JustGrants registration process in sufficient

time (i.e., waiting until the date identified in this solicitation) is not an acceptable reason for late submission.

Experiencing Unforeseen Technical Issues Preventing Submission of an Application

OJP will only consider a request to submit an application after the deadline when the applicant can document that a technical issue with a government system prevented application submission.

If an applicant misses a deadline due to unforeseen technical issues with SAM.gov, Grants.gov, or JustGrants, the applicant may request a waiver to submit an application after the deadline. However, the waiver request will not be considered unless it includes a tracking number generated when the applicant contacts the applicable service desks to report technical difficulties. Tracking numbers are generated automatically when an applicant emails the applicable service desks; and for this reason, applicants are encouraged to email the appropriate service desk, even if they also intend to call the service desk for phone support. Experiencing wait times for phone support does not relieve the applicant of the responsibility of getting a tracking number.

An applicant experiencing technical difficulties must contact the associated service desk indicated below to report the technical issue and receive a tracking number:

- SAM.gov - contact the [SAM Help Desk \(Federal Service Desk\)](#), Monday – Friday from 8 a.m. to 8 p.m. ET at 866-606-8220.
- Grants.gov - contact the [Grants.gov Customer Support Hotline](#), 24 hours a day, 7 days a week, except on federal holidays, at 800-518-4726, 606-545-5035, or support@grants.gov.
- JustGrants - contact the JustGrants Service Desk at JustGrants.Support@usdoj.gov or 833-872-5175, Monday – Friday from 7 a.m. to 9 p.m. ET and Saturday, Sunday, and Federal holidays from 9 a.m. to 5 p.m. ET.

If an applicant has technical issues with SAM.gov or Grants.gov, the applicant must contact the OJP Response Center at grants@ncjrs.gov within **24 hours of the Grants.gov deadline** to request approval to submit after the deadline.

If an applicant has technical issues with JustGrants that prevent application submission by the deadline, the applicant must contact the OJP Response Center at grants@ncjrs.gov within **24 hours of the JustGrants deadline** to request approval to submit after the deadline.

Waiver requests sent to the OJP Response Center must -

- describe the technical difficulties experienced,
- include a timeline of the applicant's submission efforts (e.g., date and time the

- error occurred, date and time of actions taken to resolve the issue and resubmit; and date and time support representatives responded),
- include an attachment of the complete grant application and all the required documentation and materials,
- include the applicant's Unique Entity Identifier (UEI), and
- include any SAM.gov, Grants.gov, and JustGrants Service Desk tracking numbers documenting the technical issue.

OJP will review each waiver request and the required supporting documentation and notify the applicant whether the request for late submission has been approved or denied. An applicant that does not provide documentation of a technical issue or that does not submit a waiver request within the required time period will be denied.

For more details on the waiver process, OJP encourages applicants to review the “Experiencing Unforeseen Technical Issues” section in the [OJP Grant Application Resource Guide](#).

Application Review Information

Review Process

OJP reviews the application to make sure that the information presented is reasonable, understandable, measurable, achievable, and consistent with the solicitation. See the [OJP Grant Application Resource Guide](#) for information on the application review process for this solicitation.

Pursuant to the Part 200 Uniform Requirements, before award decisions are made, OJP also reviews information related to the degree of risk posed by the applicant entity. Among other things to help assess whether an applicant with one or more prior federal awards has a satisfactory record with respect to performance, integrity, and business ethics, OJP checks whether the applicant entity is listed in SAM as excluded from receiving a federal award.

In addition, if OJP anticipates that an award will exceed \$250,000 in federal funds, OJP also must review and consider any information about the applicant that appears in the non-public segment of the integrity and performance system accessible through SAM (currently, the Federal Awardee Performance and Integrity Information System, FAPIIS).

Important note on FAPIIS: An applicant may review and comment on any information about its organization that currently appears in FAPIIS and was entered by a federal awarding agency. OJP will consider such comments by the applicant, in addition to the other information in FAPIIS, in its assessment of the risk posed by the applicant entity.

Absent explicit statutory authorization or written delegation of authority to the contrary, all final award decisions will be made by the Assistant Attorney General, who may consider not only peer review ratings and BJA recommendations, but also other factors as indicated in this section.

Federal Award Administration Information

Federal Award Notices

Generally, award notifications are made by the end of the current Federal fiscal year, September 30th. See the [OJP Grant Application Resource Guide](#) for information on award notifications and instructions.

Administrative, National Policy, and Other Legal Requirements

If selected for funding, in addition to implementing the funded project consistent with the OJP-approved application, the recipient must comply with all award conditions and all applicable requirements of federal statutes and regulations, including the applicable requirements referred to in the assurances and certifications executed in connection with award acceptance. For additional information on these legal requirements, see the “Administrative, National Policy, and Other Legal Requirements” section in the [OJP Grant Application Resource Guide](#).

Information Technology (IT) Security Clauses

An application in response to this solicitation may require inclusion of information related to information technology security. See the [OJP Grant Application Resource Guide](#) for information.

General Information about Post-Federal Award Reporting Requirements

In addition to the deliverables described in the “Program Description” section, all award recipients under this solicitation will be required to submit certain reports and data.

Required reports - Award recipients typically must submit quarterly financial reports, quarterly performance measurement reports, semi-annual performance reports, final financial and performance reports, and, if applicable, an annual audit report in accordance with the Part 200 Uniform Requirements or specific award conditions. Future awards and fund drawdowns may be withheld if reports are delinquent. (In appropriate cases, OJP may require additional reports.)

Specific reporting requirements by category are listed below:

Category 1 — Eligible Allocation Amounts of Less than \$25,000

Recipients must submit:

- Quarterly Federal Financial Reports (and one final Federal Financial Report after all funds have been obligated and expended) through OJP's JustGrants system.
- Quarterly Performance Measurement Tool reports and a final Performance Measurement Tool report through BJA's PMT. Please note that as soon as all project activity has concluded, that report may be marked final.
- An annual performance report and final progress report through OJP's JustGrants. If all project activity has concluded at the time the first annual performance report is submitted, that report may be marked final.
- If applicable, an annual audit report in accordance with the Part 200 Uniform Requirements or specific award conditions.

Category 2 — Eligible Allocation Amounts of \$25,000 or More

Recipients must submit:

- Quarterly Federal Financial Reports (and one final Federal Financial Report after all funds have been obligated and expended) through OJP's JustGrants system.
- Quarterly Performance Measurement Tool reports and a final Performance Measurement Tool report (at any time once all project activity has concluded) through BJA's PMT.
- Semi-annual performance reports and a final performance report (at any time once all project activity has concluded) through OJP's JustGrants.
- If applicable, an annual audit report in accordance with the Part 200 Uniform Requirements or specific award conditions.

See the [OJP Grant Application Resource Guide](#) for additional information on specific post-award reporting requirements, including performance measure data.

Federal Awarding Agency Contact(s)

For OJP contact(s), and contact information for Grants.gov and JustGrants, see the solicitation cover page.

Other Information

Freedom of Information and Privacy Act (5 U.S.C. 552 and 5 U.S.C. 552a)

See the [OJP Grant Application Resource Guide](#) for information on the Freedom of Information and Privacy Act (5 U.S.C. §§ 552 and 5 U.S.C. 552a).

Provide Feedback to OJP

See the [OJP Grant Application Resource Guide](#) for information on how to provide feedback to OJP.

Application Checklist

BJA FY 23 Edward Byrne Memorial Justice Assistance Grant Formula Program - Local Solicitation

This application checklist has been created as an aid in developing an application. For more information, reference the [OJP Application Submission Steps in the OJP Grant Application Resource Guide](#) and the [DOJ Application Submission Checklist](#).

Pre-Application

Before Registering in Grants.gov:

- Acquire or renew your Entity's [System Award Management \(SAM\) Registration Information](#) (see [OJP Grant Application Resource Guide](#))

Register in Grants.gov

- Acquire an Authorized Organization Representative (AOR) and a Grants.gov username and password (see [OJP Grant Application Resource Guide](#))
- Acquire AOR confirmation from the E-Business Point of Contact (E-Biz POC) (see [OJP Grant Application Resource Guide](#))

Find the Funding Opportunity

- Search for the funding opportunity in Grants.gov using the opportunity number, assistance listing number, or keyword(s)
- Select the correct Competition ID
- Access the funding opportunity and application package (see Step 7 in the [OJP Grant Application Resource Guide](#))
- Sign up for Grants.gov email [notifications](#) (optional) (see [OJP Grant Application Resource Guide](#))
- Read [Important Notice: Applying for Grants in Grants.gov](#)
- Read OJP policy and guidance on conference approval, planning, and reporting available at <https://www.ojp.gov/funding/financialguidedoj/iii-postaward-requirements#6g3y8> (see [OJP Grant Application Resource Guide](#))

Review the Overview of Post-Award Legal Requirements

- Review the "[Overview of Legal Requirements Generally Applicable to OJP Grants and Cooperative Agreements - FY 2023 Awards](#)" in the [OJP Funding Resource Center](#).

Review the Scope Requirement

- The federal amount requested is within the allowable limit. See <https://bja.ojp.gov/program/jag/fy-2023-allocations>.

Review Eligibility Requirement: Review the Eligibility section on the cover page and

Eligibility Information section in the solicitation.

Application Step 1

Submit the **SF-424** and **SF-LLL** in Grants.gov

- In Section 8F of the SF-424, include the name and contact information of the individual **who will complete the application in JustGrants and the SF-LLL in Grants.gov**
- Submit Intergovernmental Review (if applicable)

Within 48 hours after the SF-424 and SF-LLL submission in Grants.gov, receive four (4) Grants.gov email notifications:

- a submission receipt
- a validation receipt
- a grantor agency retrieval receipt
- an agency tracking number assignment

If no Grants.gov receipt and validation email is received, or if error notifications are received:

- Contact BJA or Grants.gov Customer Support Hotline at 800-518-4726, 606-545-5035, [Grants.gov customer support](#), or support@grants.gov regarding technical difficulties (see [OJP Grant Application Resource Guide](#))

Within 24 hours after receipt of confirmation emails from Grants.gov, the individual in Section 8F of the SF-424 will receive an email from JustGrants with login instructions.

- Proceed to Application Step 2 and complete application in JustGrants

Application Step 2

Submit the following information in JustGrants

Application Components

- Standard Applicant information (SF-424 information from Grants.gov)
- Proposal Abstract
- Proposal Narrative

Budget and Associated Documentation

- Budget Worksheet and Narrative (attachment)
- Indirect Cost Rate Agreement (if applicable) (see [OJP Grant Application Resource Guide](#))
- Financial Management and System of Internal Controls Questionnaire (see [OJP Grant Application Resource Guide](#))

Additional Application Components

- Research and Evaluation Independence and Integrity (see [OJP Grant Application](#)

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- [Resource Guide](#))
- Memorandum of Understanding (if applicable)
- [FY23 JAG - Certifications and Assurances by the Chief Executive of the Applicant Government](#)

Disclosures and Assurances

- [Disclosure of Lobbying Activities \(SF-LLL\)](#) (see [OJP Grant Application Resource Guide](#))
- Applicant Disclosure of Duplication in Cost Items (see [OJP Grant Application Resource Guide](#))
- DOJ Certified Standard Assurances (see [OJP Grant Application Resource Guide](#))
- DOJ Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; Drug-Free Workplace Requirements; Law Enforcement and Community Policing (see [OJP Grant Application Resource Guide](#))
- Applicant Disclosure and Justification – DOJ High Risk Grantees (if applicable) (see [OJP Grant Application Resource Guide](#))

Review, Certify and Submit Application in JustGrants

- Any validation errors will immediately display on screen after submission.
- Correct validation errors, if necessary, and then return to the “Certify and Submit” screen to submit the application. Access the [Application Submission Validation Errors Quick Reference Guide](#) for step-by-step instructions to resolve errors prior to submission.
- Once the application is submitted and validated, a confirmation message will appear at the top of the page. Users will also receive a notification in the “bell” alerts confirming submission.

If no JustGrants application submission confirmation email or validation is received, or if error notification is received:

- Contact the JustGrants Service Desk at 833-872-5175 or JustGrants.Support@usdoj.gov regarding technical difficulties. See the [OJP Grant Application Resource Guide](#) for additional information.

Standard Solicitation Resources

[OJP Grant Application Resource Guide](#) provides guidance to assist OJP grant applicants in preparing and submitting applications for OJP funding.

[DOJ Grants Financial Guide](#) serves as the primary reference manual to assist award recipients in fulfilling their fiduciary responsibility to safeguard grant funds and to ensure funds are used for the purposes for which they were awarded. It compiles a variety of laws, rules and regulations that affect the financial and administrative management of DOJ awards. This guide serves as a starting point for all award recipients and subrecipients of DOJ grants and cooperative agreements in ensuring the effective day-to-day management of awards.

[JustGrants Resources Website](#) is an entryway into information about JustGrants and the grants management system itself. Through this portal both award recipients and applicants can access training resource and user support options, find frequently asked questions and sign-up for the [JustGrants Update e-newsletter](#).

[JustGrants Application Submission Training Page](#) offers helpful information and resources on the application process. This training page includes e-learning videos, reference guides, checklists and other resources to help applicants complete an application.

[Virtual Q&A Sessions](#) are advertised here and provide opportunities for users to receive topic-specific training, direct technical assistance, and support on JustGrants system functionality.



Staff Report

TO: City Council
FROM: Kylie Tillema, Deputy Fire Marshal
DATE: December 5, 2023
SUBJECT: Fiscal Year 2022-2023 Health and Safety Code (HSC) 13146.4 Annual Inspection Report

Description Annual Inspection Report of Certain Occupancies Pursuant to Sections HSC 13146.2 and 13146.3, mandated inspections.

Background and Analysis:

In 2018, California Health and Safety Code Section 13146.4 was added by Senate Bill 1205 (SB1205) and became effective January 1, 2019. Section 13146.4 requires all fire departments that provide fire protection services, to report annually to their administering authority on their compliance with Health and Safety Code Sections 13146.2 and 13146.3. Sections 13146.2 and 13146.3 require annual inspections of every building used as a public or private school (used by more than 6 persons for educational purpose through the 12th grade), hotel, motel, lodging house, apartment house (3 units or more) and certain residential care facilities for compliance with building standards.

During the time period of July 1, 2022, to June 30, 2023, the Fire Department identified twelve Group E and seventy Group R occupancies, buildings, structures and/or facilities in the City of Beaumont and completed 100% of the annual inspections at the identified occupancies, buildings, structures and/or facilities.

The Fire Department will continue to assess, with the assistance of City staff, the existing building stock and new development within the City in an effort to ensure that all applicable Group E and R buildings, structures and/or facilities receive an annual inspection in accordance with SB1205.

Fiscal Impact:

The cost to prepare this staff report is approximately \$75.

Recommended Action:

Receive and file.

Attachments:

- A. FY 2022/2023 HSC 13146.4 Annual Inspection Report
- B. Senate Bill 1205 Text

**FY 2022/2023 HSC 13146.4 ANNUAL INSPECTION LIST
CITY OF BEAUMONT**

R-1 OCCUPANCIES

NAME	HOUSE_NO	DIR	STREET	SUFFIX	CITY	ZIP
MOUNTAIN VIEW MOTEL	1430	E	6TH	ST	BEAUMONT	92223
RODEWAY INN	1265	E	6TH	ST	BEAUMONT	92223
AMERICA'S BEST VALUE INN	625	E	5TH	ST	BEAUMONT	92223
MOTEL 6	480	E	5TH	ST	BEAUMONT	92223
HOLIDAY INN EXPRESS & SUITES	1864		OAK VALLEY VILLAGE	CIR	BEAUMONT	92223

R-2 OCCUPANCIES

NAME	HOUSE_NO	DIR	STREET	SUFFIX	CITY	ZIP
MULTIPLEX	582	E	5TH	ST	BEAUMONT	92223
MULTIPLEX	600	E	5TH	ST	BEAUMONT	92223
URP REHAB	210	E	6TH	ST	BEAUMONT	92223
MULTIPLEX	845	E	6TH	ST	BEAUMONT	92223
MULTIPLEX	1498	E	6TH	ST	BEAUMONT	92223
MULTIPLEX	800-804	E	6TH	ST	BEAUMONT	92223
MULTIPLEX	231	E	7TH	ST	BEAUMONT	92223
MULTIPLEX	885	E	7TH	ST	BEAUMONT	92223
MULTIPLEX	1315	E	7TH	ST	BEAUMONT	92223
MULTIPLEX	1321	E	7TH	ST	BEAUMONT	92223
MULTIPLEX	552-582	E	7TH	ST	BEAUMONT	92223
MULTIPLEX	1198	E	8TH	ST	BEAUMONT	92223
MULTIPLEX	1215	E	8TH	ST	BEAUMONT	92223
MULTIPLEX	1377	E	8TH	ST	BEAUMONT	92223
MULTIPLEX	452	E	9TH	ST	BEAUMONT	92223
MULTIPLEX	952	E	10TH	ST	BEAUMONT	92223
MT VIEW APTS	488	E	15TH	ST	BEAUMONT	92223
MULTIPLEX	703		ALLEGHENY		BEAUMONT	92223
SYCAMORE SQUARE APTS	799		ALLEGHENY	ST	BEAUMONT	92223
MULTIPLEX	645		AMERICAN	AVE	BEAUMONT	92223
MULTIPLEX	655		AMERICAN	AVE	BEAUMONT	92223
MULTIPLEX	695		BEAUMONT	AVE	BEAUMONT	92223
MULTIPLEX	714-720		BEAUMONT	AVE	BEAUMONT	92223
MULTIPLEX	753-763		CALIFORNIA	AVE	BEAUMONT	92223
MULTIPLEX	905		CHERRY	AVE	BEAUMONT	92223
CHERRYWOOD APTS	951		CHERRY	AVE	BEAUMONT	92223
MULTIPLEX	825-829		CHERRY	AVE	BEAUMONT	92223
MULTIPLEX	841-845		CHERRY	AVE	BEAUMONT	92223
MULTIPLEX	847-851		CHERRY	AVE	BEAUMONT	92223
MULTIPLEX	726		CHESTNUT	AVE	BEAUMONT	92223
MULTIPLEX	738		CHESTNUT	AVE	BEAUMONT	92223
MULTIPLEX	747		CHESTNUT	AVE	BEAUMONT	92223
ORCHARD PARK APTS	423	E	COUGAR	WAY	BEAUMONT	92223
MULTIPLEX	520		EDGAR	AVE	BEAUMONT	92223
MULTIPLEX	1026		EDGAR	AVE	BEAUMONT	92223
MULTIPLEX	1038		EDGAR	ST	BEAUMONT	92223
EDGAR AVE APTS	681-699		EDGAR	AVE	BEAUMONT	92223
MULTIPLEX	870		EUCLID	AVE	BEAUMONT	92223
MULTIPLEX	629-635,641-647		EUCLID	AVE	BEAUMONT	92223
MULTIPLEX	671		ILLINOIS	AVE	BEAUMONT	92223
MULTIPLEX	683		ILLINOIS		BEAUMONT	92223
LIBERTY VILLAGE APTS	735		ILLINOIS	AVE	BEAUMONT	92223
MULTIPLEX	677		MAGNOLIA	AVE	BEAUMONT	92223
MULTIPLEX	838		MAGNOLIA	AVE	BEAUMONT	92223
MULTIPLEX	851-857		MAGNOLIA	AVE	BEAUMONT	92223

MULTIPLEX		826	MAPLE	AVE	BEAUMONT	92223
MULTIPLEX		1086	MAPLE	AVE	BEAUMONT	92223
MULTIPLEX		630	MASSACHUSETTS	AVE	BEAUMONT	92223
MULTIPLEX		695	MASSACHUSETTS	AVE	BEAUMONT	92223
MULTIPLEX		490	MICHIGAN	AVE	BEAUMONT	92223
MULTIPLEX		725	MICHIGAN	AVE	BEAUMONT	92223
PINE TREE APTS		798	MICHIGAN	AVE	BEAUMONT	92223
MULTIPLEX		1451	MICHIGAN	AVE	BEAUMONT	92223
MULTIPLEX	638,640,642,644,646,650		MICHIGAN	AVE	BEAUMONT	92223
MULTIPLEX		885	ORANGE	AVE	BEAUMONT	92223
MULTIPLEX		673	PALM	AVE	BEAUMONT	92223
MULTIPLEX		651	PENNSYLVANIA	AVE	BEAUMONT	92223
MULTIPLEX		690	PENNSYLVANIA	AVE	BEAUMONT	92223
BEAUMONT TERRACE APTS		752	PENNSYLVANIA	AVE	BEAUMONT	92223
CAPE VILLA APTS		800	PENNSYLVANIA	AVE	BEAUMONT	92223
MULTIPLEX		878	PENNSYLVANIA	AVE	BEAUMONT	92223
MULTIPLEX		864	WELLWOOD	AVE	BEAUMONT	92223
MULTIPLEX		876	WELLWOOD	AVE	BEAUMONT	92223
MULTIPLEX		884	WELLWOOD	AVE	BEAUMONT	92223
NOBLE CREEK APTS		755	XENIA	ST	BEAUMONT	92223

E OCCUPANCIES

NAME	HOUSE_NO	DIR	STREET	SUFFIX	CITY	ZIP
GLEN VIEW HIGH SCHOOL	939	E	10TH	ST	BEAUMONT	92223
SUNDANCE ELEMENTARY SCHOOL	1520	E	8TH	ST	BEAUMONT	92223
BROOKSIDE ELEMENTARY SCHOOL	38755		BROOKSIDE	AVE	BEAUMONT	92223
ANNA M. HAUSE ELEMENTARY SCHOOL	1015		CARNATION	LN	BEAUMONT	92223
TOURNAMENT HILLS ELEMENTARY SCHOOL	36611		CHAMPIONS	DR	BEAUMONT	92223
SAN GORGONIO MIDDLE SCHOOL	1591		CHERRY	AVE	BEAUMONT	92223
BEAUMONT HIGH SCHOOL	39139		CHERRY VALLEY	BLVD	BEAUMONT	92223
THREE RINGS RANCH ELEMENTARY SCHOOL	1040		CLAIBORNE	AVE	BEAUMONT	92223
MOUNTAIN VIEW MIDDLE SCHOOL	200		COUGAR	WAY	BEAUMONT	92223
STARLIGHT ELEMENTARY SCHOOL	1510		COUGAR	WAY	BEAUMONT	92223
PALM ELEMENTARY SCHOOL	751		PALM	AVE	BEAUMONT	92223
HIGHLAND ACADEMY CHARTER SCHOOL	715		WELLWOOD	AVE	BEAUMONT	92223

Senate Bill No. 1205

CHAPTER 854

An act to add Section 13146.4 to the Health and Safety Code, relating to fire protection.

[Approved by Governor September 27, 2018. Filed with Secretary of State September 27, 2018.]

LEGISLATIVE COUNSEL'S DIGEST

SB 1205, Hill. Fire protection services: inspections: compliance reporting.

Existing law requires the chief of any city or county fire department or district providing fire protection services and his or her authorized representatives to inspect every building used as a public or private school within his or her jurisdiction, for the purpose of enforcing specified building standards, not less than once each year, as provided. Existing law requires every city or county fire department or district providing fire protection services that is required to enforce specified building standards to annually inspect certain structures, including hotels, motels, lodging houses, and apartment houses, for compliance with building standards, as provided.

This bill would require every city or county fire department, city and county fire department, or district required to perform the above-described inspections to report annually to its administering authority, as defined, on the department's or district's compliance with the above-described inspection requirements, as provided. The bill would require the administering authority to acknowledge receipt of the report in a resolution or a similar formal document. To the extent this bill would expand the responsibility of a local agency, the bill would create a state-mandated local program.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that, if the Commission on State Mandates determines that the bill contains costs mandated by the state, reimbursement for those costs shall be made pursuant to the statutory provisions noted above.

The people of the State of California do enact as follows:

SECTION 1. Section 13146.4 is added to the Health and Safety Code, to read:

13146.4. (a) Every city or county fire department, city and county fire department, or district required to perform an annual inspection pursuant

to Sections 13146.2 and 13146.3 shall report annually to its administering authority on its compliance with Sections 13146.2 and 13146.3.

(b) The report made pursuant to subdivision (a) shall occur when the administering authority discusses its annual budget, or at another time determined by the administering authority.

(c) The administering authority shall acknowledge receipt of the report made pursuant to subdivision (a) in a resolution or a similar formal document.

(d) For purposes of this section, “administering authority” means a city council, county board of supervisors, or district board, as the case may be.

SEC. 2. If the Commission on State Mandates determines that this act contains costs mandated by the state, reimbursement to local agencies and school districts for those costs shall be made pursuant to Part 7 (commencing with Section 17500) of Division 4 of Title 2 of the Government Code.

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Staff Report

TO: City Council
FROM: Christina Taylor, Deputy City Manager
DATE: December 5, 2023
SUBJECT: Public Hearing to Award of Fiscal Year 2024-25 Community Development Block Grant (CDBG) Funds

Description Annual review of applications and award of CDBG funding for the upcoming fiscal year.

Background and Analysis:

Each year the City receives Community Development Block Grant (CDBG) funds for expenditure in the City of Beaumont. The amount estimated for this year for all programs is \$181,533. The City can award a maximum of 15% or \$25,335 to non-profit groups. In previous years, the City has utilized the 15% to fund non-profit requests and reserve the remaining funding for City and neighborhood improvement projects. This year, as in previous years, the minimum CDBG award for an individual program is \$10,000 for the County to act as the program administrator.

Applications for CDBG project funding are divided into two sections. The first section is public, non-profit programs and the second section is public improvement projects. City Council approval is to authorize the preparation and submittal of the County of Riverside Community Development Block Grant Program Application to the County of Riverside.

Non-profit Public Programs

Staff received three requests from non-profit organizations for CDBG funding of public programs:

Boys & Girls Club of the San Geronio Pass - \$35,000

This proposal requests funding for the Boys & Girls Club Camp Kids program. The program consists of Summer Camp, Thanksgiving Camp, Winter Camp and Spring Camp programs. The programs will be provided at Brookside Elementary and Sundance Elementary. Funds would be applied to scholarships for families that cannot afford the full cost of the programs. BGCSGP has also submitted an application to the County for funding which, if awarded, allows the County to handle all reporting requirements.

Faith in Action of San Gorgonio Pass - \$51,098.30

This proposal requests funding for addressing homelessness issues in the San Gorgonio Pass. The specific services which will be provided are assistance with Section 8 voucher applications, enrollment in benefit programs, assistance with job applications and life skills training among other services. The services will be provided to Beaumont residents at the existing Banning navigation center located at 66 S. San Gorgonio Ave. #6.

Voices for Children - \$10,000

This proposal requests funding to expand the existing Court Appointed Special Advocate (CASA) program serving Riverside County. CASA currently operates out of offices in Riverside, Temecula and Palm Desert. The CASA volunteers spend 10-15 hours a month with their assigned child(ren) including attending case meetings, court dates, and communicating with the child’s support network. The requested funds will serve 5 children in Beaumont.

Public Improvement Projects

Staff has prepared one eligible project application for the 2024-2025 CDBG program year. A copy of the application is attached for your review.

Pedestrian Safety Project - \$156,533

The proposed Pedestrian Safety Project is ongoing and includes any combination of installing sidewalk, curb and gutter where none currently exists or repairing or replacing sidewalk areas in disrepair. This funding will be coupled with other funding City Council has allocated through the Capital Improvement Program from previous CDBG funding cycles. A map showing the project area is attached.

Through the 2019-2024 Consolidated Plan process, City Council approved the City’s funding priorities as follows:

- Infrastructure Improvements
- Recreation Improvements
- Youth and afterschool programs
- Support Services – Homeless, veterans and special needs

Staff has reviewed the applications for completeness, to ensure that the proposals meet the City’s funding priorities and provide CDBG eligible services. Each of the proposed applications meets these criteria and each proposal is also seeking funding from other cities and/or Riverside County.

The Notice of Funding Availability was published in the newspaper and on the City's website beginning October 3, 2023. The application period remained open for a minimum of thirty days as required by the CDBG program.

Fiscal Impact:

The cost to prepare this staff report is approximately \$150. Projects and staff time to prepare documents and agreements are reimbursable through the CDBG program.

Recommended Action:

Hold a public hearing; and

Approve and authorize staff to submit a CDBG application for the City of Beaumont Pedestrian Safety Project and give authority to the City Manager to reduce or increase the amount funded to the projects based on the final amount of funding available to the City of Beaumont; and

Approve and authorize staff to submit a CDBG application for the Boys & Girls Club of the San Gorgonio Pass program request in the amount of \$25,000 subject to the conditions of the CDBG program as provided by Riverside County EDA.

Attachments:

- A. BGCSGP Application
- B. Faith in Action of San Gorgonio Pass Application
- C. Voices for Children Application
- D. City of Beaumont Application
- E. Proof of Publication

Does your Organization expend \$750,000 or more a year in federal funds? Y or N

Number of paid staff:

Number of volunteers: 7

Members/Board of Directors (*Attach*): See Attached

III. PROJECT ACTIVITY

A. Name of Project: Camp Kids

B. Specific Location of Project

(Attach Project Map - include street address; if a street address has not been assigned provide APN)

Street or APN: 1520 E Eight St & 38755 Brookside Ave(Sundance and Brookside)

City: Beaumont

Zip Code: 92223

C. CDBG Funds Requested: \$35,000

(total amount for the project only)

D. Where will the proposed activity occur (be specific as to the geographic boundaries)? If the project involves a new or existing facility, what is the proposed service/benefit area for the facility?

The activity will take place within the Beaumont School District, at the Sundance and Brookside school sites.

E. In which City (ies)/Communities does the activity occur?

City (ies): Beaumont, CA

Community (ies): San Gorgonio Pass

NOTE: HWS will make the final determination of the appropriate service area of all proposals.

F. If this project benefits residents of more than one community or jurisdiction, have requests been submitted to those other entitlement jurisdictions? (i.e., County district(s) 1st, 2nd, 3rd, 4th, and/or 5th, City of Palm Springs, City of Moreno Valley, City of Riverside, etc.)

The project primarily benefits youth in the City of Beaumont. We are also applying for funds from the County of Riverside, 5th District.

G. Check ONLY the applicable category your application represents.

- Public Service
- Homeless Activities
- Real Property Acquisition (Must consult with EDA prior to submitting application)
- Housing
- Rehabilitation/Preservation (please provide picture of structure)
- Public Facilities (construction)
- Infrastructure (i.e. Streets, Sewer, Sidewalk, etc.)
- Other: (provide description) _____

H. Respond to A & B only if this application is for a public service project.

(a) Is this a NEW service provided by your agency? Yes No

(b) If service is not new, will the existing public service activity level be substantially increased or improved?

The Camp Kids program is growing, as well as youth need. Funding will allow us to continue to serve kids for longer hours, during out of school time, while maintaining the vigorous quality seen throughout the school year.

IV. PROJECT NARRATIVE

A. Provide a detailed Project Description. The description should only address or discuss the specific activities, services, or project that is to be assisted with CDBG funds. If CDBG funds will assist the entire program or activity, then provide a description of the entire program or activity:

The City of Beaumont has witnessed tremendous growth over the past several years, increasing by more than 6% over the past two years alone. This has helped the local economy and improved the quality of life for residents. During this growth, many families have increased their affluence; however some have not. Currently, 8.8% of Beaumont residents and 9.4% of Beaumont's children live in poverty. With the rapid growth, it can be easy for these children to be left behind, as resources for those who are not economically sound have been diminishing since the COVID pandemic. Vulnerable youth not only feel economic struggles, but are still working to catch up academically. They have suffered tremendous learning loss because of school closures which exacerbated the existing challenges they already faced. Numerous studies have shown that most youth lose about two months of grade-level math skills over the summer months and low-income youth also lose more than two months in reading achievement, while their more affluent peers make slight gains (Review of Educational Research). Out-of-school time for financially unsound youth means learning loss and falling further behind.

This is where the Boys & Girls Clubs of the San Gorgonio Pass comes in. Children who attend the Club during out-of-school time continue to learn and minimize their academic learning loss. In addition to academic support, according to the results of BGCSGPs NYOI (National Youth Outcomes Initiative) survey, used to gauge outcomes of local Boys & Girls Clubs, youth attending BGCSGP receive the vast majority of health knowledge and good character education in the Club. Continued on Attachment.

Continued

A. Provide a detailed Project Description. The description should only address or discuss the specific activities, services, or project that is to be assisted with CDBG funds. If CDBG funds will assist the entire program or activity, then provide a description of the entire program or activity.

Now, more than ever, our young people need positive role models to provide the guidance and supervision necessary to become good citizens, despite an ever increasingly complicated world.

BGCSGP will provide those much-needed services and programs our youth so desperately need. BGCSGP respectfully requests a \$35,000 grant to support the Camp Kids program to provide summer, fall, winter, and spring break camps to under-served youth in Beaumont.

By providing a safe environment with enriching programs, BGCSGP will help insulate the youth we serve from the negative influences many face. Through our camp program, children will be offered programming in Boys & Girls Club's core program areas: Character & Leadership, the Arts, Health & Life Skills, Education & Technology, and Sports & Recreation. Activities will include high-yield educational games, art, cultural enrichment, field trips, computer education, cooking instruction, and health and nutrition education. Children also enjoy fun, holiday-inspired crafts, games, and food during the holiday camps.

BGCSGP will provide four cornerstone programs:

- **Project Learn:** Boys & Girls Clubs of America's educational enhancement program to make education fun by ensuring academic activities are hands-on, build skills and incorporate youth interest. Project Learn is based on research showing that students do much better in school when they spend their non-school hours engaged in fun but academically beneficial activities. Extensively field-tested and formally evaluated by Columbia University, the program has been proven to boost the academic performance of youth.
- **Character Creators:** A program that teaches youth about leadership and communication skills, conflict resolution, how to make good choices, resist peer pressure and bullying, give back to the community and demonstrate good teamwork.
- **Healthy Habits:** A program designed to teach youth the foundations of a healthy lifestyle through exercise, nutrition, cooking, and fitness activities.

The Arts: Members will learn about different artists, styles and mediums. This mix of art history and hands on art projects results in youth feeling more confident and culturally and socially aware.

The Boys & Girls Clubs allows kids to be kids in a safe environment, both mentally and physically. Members can continue to flourish, gain academic support, and receive the mentoring they deserve, despite school being out of session. By providing the Camp Kids program, BGCSGP is able to meet our mission "to inspire and enable all youth, especially those who need us most, to reach their full potential as productive and caring citizens."

- B. Provide a detailed description of the proposed use of the CDBG funds only (e.g. client scholarships, purchase of specific equipment, rent, supplies, utilities, salaries, etc.):

BGCSGP continues to offer scholarships and discounts to families in need to attend out-of-school time camps. BGCSGP has implemented a scholarship sliding scale that covers 30% to 100% of program costs based on income. Our commitment is to ensure no child is turned away from camp based on the inability to pay. BGCSGP has also worked hard to keep our camp fees low, allowing more families to access our services. As many parents in Beaumont must commute or work long hours, their children must have an enriching and positive place to go. BGCSGP provides parents with the peace of mind that their children are safe and thriving. BGCSGP camps operate Monday through Friday, from 6:30a.m. to 6:00 p.m., when parents need us most. Grant funds will be used to offset the salary expense for our highly trained and professional staff, so that we may continue providing high-quality programming at a low cost.

Like all businesses, BGCSGP has been affected by increased staffing and associated costs. Club staff create impactful program schedules that are interactive, educational, and engaging. Boys & Girls Club staff are trained through the National Boys & Girls Clubs of America's Leadership University, attend frequent in-house training, and attend Region 10 and California Department of Education after-school training yearly. BGCSGP programs implemented during these out-of-school breaks maintain the same rigor and quality as our regular school-year programming.

Grant funds will also be used to purchase program supplies to provide hands-on learning opportunities and in house field trips, such as mobile planetariums and Farmer's Markets.

- C. What are the goals and objectives of the project, service, or activity? How will you measure and evaluate the success of the project to meet these goals and objectives (measures should be qualitative)?

The goal of the project is to provide programming for 150 Beaumont youth ages 5-12 during out-of-school time. Grant funding would allow us to deliver impactful programming in a safe and positive setting for at-risk youth and help working families who need care for their children.

Program objectives are:

- A minimum of 90 participants will be enrolled in Camp Kids
- 90% of all youth will participate in Project Learn programming
- 90% of all youth will participate in Character Creators programming
- 90% of all youth will participate in Healthy Habits programming -90% of all youth will participate in educational field trips/in house events
- 90% of youth will find an art source they feel competent in and enjoy

The success of the program will be measured by the following: -Tracking member enrollment - Daily attendance rosters

- Program participation measured by attendance - Field trip sign-ups and rosters
- Programmatic pre and post-tests - Staff observation of participants

Parent surveys will also be conducted at the end of each program session to assess their observations of their children's behaviors, knowledge, and enjoyment of camp activities.

- D. Please identify the project milestones using an Estimated Timeline for Project Implementation:

Track CDBG data on all participants - Start Date 07/01/24 Completion Date 4/01/25

Recruit at-risk youth to participate in programs - Start Date 07/01/24 Completion Date 04/01/25

Implement Project Learn, Character Creators, and Healthy Habits, The Arts- Start Date 7/1/24 Completion Date 4/01/25

Utilize pre and post-tests Start Date 7/01/24 Completion Date 4/01/25

V. PROJECT BENEFIT

- A. Indicate the number of people or households that will directly benefit from your proposal using CDBG funds: *Note: This is based on the expected number of clients to be served if the County funds your project for the requested amount.*

A total of 150 youth will be served through Camp Kids using all funding sources, with 35 of those youth being served through CDBG funds.

- B. Indicate the number of unduplicated clients that will be served (*An unduplicated client is counted only once, no matter how many direct services the client receives during a funding year*):

35 unduplicated youth will be served using CDBG funds.

- C. Length of proposed CDBG-funded activities or service (weeks, months, year):

The Camp Kids program will run during school breaks when school is out of session, from 7/1/24-4/01/25.

- D. Service will be provided to (check one or more):

Men

Women

Children (Range of children's ages : 5-12)

Homeless (Number of beds at facility : _____)

Seniors

Severely Disabled Adults

Migrant Farm Workers

Families

- E. What methods will be used for community involvement to assure that all who might benefit from the project are provided an opportunity to participate?

BGCSGP will attract low-income and at-risk youth to the Club in collaboration with our community partners. Using teacher, principal, and district referrals, we will reach participants through the Beaumont Unified School District (BUSD). We will provide marketing to parents through Peachjar, Constant Contact, our website, and social media platforms.

The Camp Kids program is well known throughout the community and continues to have high participation numbers year after year. BUSD is an involved partner, supportive of the Club, and understands the tremendous impact the Camp Kids program has on Beaumont youth.

- F. What evidence is there of a long-term commitment to the proposal? Describe how you plan to continue the work (project) after the CDBG funds are expended?

BGCSGP is committed to serving Beaumont youth, and we will continue to do so once CDBG funds are expended. We will utilize funds raised through agency events, including our Chances & Cheeses soiree and our Horses & Hattitudes fundraiser. We will also seek funding from individual donors and continue pursuing other grants to sustain the program.

VI. National Objective

All CDBG-funded activities must meet at least one of the following National Objectives of the CDBG program. Indicate the category of National Objective to be met by your activity.

CATEGORY A: Benefit to low-moderate income persons (must be documented). Please choose either subcategory 1 or 2:

1. Limited Clientele:

The project serves clientele that will provide documentation of their family size, income, and ethnicity. Identify the procedure you currently have in place to document that at least 51% of the clientele you serve are low-moderate income persons.

The Boys & Girls Clubs of the San Geronio Pass will document need using the "1" Limited Clientele Method.

BGCSGP requires income verification at the time of application. We use the County of Riverside's financial guidelines for the CDBG Program (as prescribed through the EDA) and require current CDBG paperwork to be completed at the time of application. This information will be updated at least once per year for all participants.

2. Clientele presumed to be principally low- and moderate-income persons:
 The following groups are presumed by HUD to meet this criterion. You will be required to submit a certification from the client (s) that they fall into one of the following presumed categories.

The activity will benefit (check one or more)

- | | |
|---|---|
| <input type="checkbox"/> Abused children | <input type="checkbox"/> Homeless persons |
| <input type="checkbox"/> Battered spouses | <input type="checkbox"/> Illiterate adults |
| <input type="checkbox"/> Elderly persons | <input type="checkbox"/> Persons living with AIDS |
| <input type="checkbox"/> Severely disabled adults | <input type="checkbox"/> Migrant Farm workers |

- a. Describe the clientele above to be served by this activity:
 N/A

- b. Discuss how this project directly benefits low- and moderate- income residents:

CDBG funds will be used specifically to serve Beaumont's most needy youth. Our Brookside and Sundance Club camps serve all youth at a low-cost rate during summer and other school breaks. In addition, the Club provides scholarships from 30% to 100% to families in need.

The program will directly benefit Beaumont youth and their families. CDBG funding will provide the highly trained, caring staff necessary to deliver quality Boys & Girls Club programs, allowing camp costs to remain low. Funding will also allow our program materials to remain high quality, despite inflation.

CATEGORY B: Area Benefit - The project or facility serves, or is available to, ALL persons located within an area where at least 51% of the residents are low/moderate-income. (Applicant is welcome to contact a County of Riverside, HWS CDBG Program Manager for Census Information)

2010 Census Tract and Block Group numbers:

Total population in Census Tract(s) / block group(s): _____

Total percentage of low-moderate population in Census Tract(s) / block group(s): _____

CATEGORY C: Activities undertaken to create or retain permanent jobs, at least 51% of which will be made available to or held by low/moderate-income persons.

Proposed Job Creation/Retention

Total Jobs Expected to Create: _____

Total Jobs Expected to Retain: _____

CATEGORY D: Activities that provide assistance to micro-enterprise owners/developers who are low/moderate-income.

Proposed Assistance to Businesses

New Businesses expected to assist: _____

Existing Businesses expected to assist: _____

Enter Total Businesses expected to assist: _____

VII. FINANCIAL INFORMATION

A. Proposed Project Budget

Complete the following annual program budget to begin July 1, 2024. If your proposed CDBG-funded activity will start on a date other than July 1, 2024, please indicate starting date. Provide total Budget information and distribution of CDBG funds in the proposed budget.

The budgeted items are for the specific activity for which you are requesting CDBG funding - NOT for the budget of the "entire" organization or agency. (Note: CDBG funds requested must match amount requested in Project Activity, C above.)

(EXAMPLE: The Valley Senior Center is requesting funding for a new Senior Nutritional Program. The total cost of the program is \$15,000 and \$10,000 in CDBG funds is being requested for operating expenses associated with the proposed activity. The total Activity/Project Budget will include \$5,000 of other non-CDBG funding and \$10,000 in CDBG funds for a Grand Total of \$15,000).

	TOTAL ACTIVITY/ PROJECT BUDGET <small>(Include non-CDBG Funds and CDBG Funds)</small>	CDBG FUNDS REQUESTED-Only
I. Personnel		
A. Salaries & Wages	\$ 135,000 _____	\$ 27,000 _____
B. Fringe Benefits	\$ 28,000 _____	\$ _____
C. Consultants & Contract Services	\$ 1,000 _____	\$ _____
PERSONNEL SUB-TOTAL	\$ 164,000 _____	\$ 27,000 _____

II. Non-Personnel		
A. Space Costs	\$ _____	\$ _____
B. Rental, Lease or Purchase of Equipment	\$ _____	\$ _____
C. Consumable Supplies	\$ 16,000	\$ 6,000
D. Travel	\$ 6,000	\$ 2,000
E. Telephone	\$ _____	\$ _____
F. Utilities	\$ _____	\$ _____
G. Other Costs	\$ _____	\$ _____
NON-PERSONNEL SUB-TOTAL:	\$ 22,000	\$ 8,000
III. Other		
A. Architectural/Engineering Design	\$ _____	\$ _____
B. Acquisition of Real Property	\$ _____	\$ _____
C. Construction/Rehabilitation	\$ _____	\$ _____
D. Indirect Costs	\$ _____	\$ _____
E. Other	\$ 4,000	\$ _____
OTHER SUB-TOTAL:	\$ _____	\$ _____
GRAND TOTAL:	\$ 190,000	\$ 35,000

B. Leveraging

List other funding sources and amounts (commitments or applications) which will assist in the implementation of this activity. Current and pending evidence of leveraging commitments/applications must be submitted with application. (Attach)

Federal:

State/Local: \$99,000-Expanded Learning Opportunity Funding

Private: Anderson's Children's Foundation-\$7,000
Panda Cares Foundation - \$15,000

Fees:

Donations: Southern Calif Edison - \$5,000
AT&T \$10,000

Other: In house/Morongo Casino fundraisers- \$20,000

- C. What type of long-term financial commitment is there to the proposal? Describe how you plan to continue the work (project) after the CDBG funds are expended?

BGCSGP is committed to serving Beaumont youth, and we will continue to do so once CDBG funds are expended.

We will utilize funds raised through agency events, including our Chances & Cheeses soiree and our Horses & Hattitudes fundraiser. We will also seek funding from individual donors and continue pursuing other grants to sustain the program.

- D. Provide a summary by line item of your organization's previous year's income and expense statement. (Attach)

See attached

- E. Does this project benefit residents of more than one community or jurisdiction, have requests been submitted to those other jurisdictions? Yes No

If yes, identify sources and indicate outcome.

We have requested CDBG funds from the County of Riverside

If no, please explain.

- F. Was this project or activity previously funded with CDBG? Yes No

If yes, when?

The Camp Kids program was funded in 2023/2024 as well as 22/23 21/22, 20/21, 19/20, 18/19, and 16/17. The program was successfully implemented each year.

Is this activity a continuation of a previously funded (CDBG) project? Yes No

If yes, explain:

Camp Kids is a continuation of our Afterschool programming, during out of school times, which are vulnerable moments for the children and families we serve.

VIII. MANAGEMENT CAPACITY

- A. Describe your organization's experience in managing and operating project or activities funded with CDBG or other Federal funds.

BGCSGP has a long history of successfully implementing and managing projects funded with CDBG funds and the Office of Juvenile Justice (Federal) funds. We have received CDBG funds for the past eleven years for several agency programs. We are confident that BGCSGP has the ability, structure, leadership, and experience to implement a City of Beaumont CDBG grant.

B. Management Systems

Does your organization have written and adopted management systems (i.e., policies and procedures) including personnel, procurement, property management, record keeping, financial management, etc.?

BGCSGP has a solid organizational infrastructure to support the organization's day-to-day operations. There are written policies and procedures in place for all administrative functions. All staff are background checked and drug and TB tested. Program staff pass the district aid test or possess a degree. The organization employs a full-time CEO, and all agency finances are reviewed monthly by the Board of Directors to evaluate the organization's financial statements, financial position, investments, and financial health. BGCSGP operates under standard operating procedures regarding financial and accounting controls. An outside auditing agency also audits BGCSGP on an annual basis. This annual audit is a requirement to maintain membership with Boys & Girls Clubs of America.

C. Capacity

Please provide the names and qualifications of the person(s) that will be primarily responsible for the implementation and completion of the proposed project.

Name: Megan Grisham Title: Interim CEO

Qualifications: Megan has been with the BGCSGP for fifteen years and has experience in grant writing, grant reporting and grant management. She has a degree in business management. She has also worked directly in programs, which enables her to effectively analyze programmatic success.

Name: Khassady Valdivia Title: Beaumont Area Director

Qualifications: Khassady has been with the BGCSGP for three years, working first as a Site Director and then as an Area Director due to her keen sense of logistics, programming and District Partnership. Khassady understands the project both from an implementation and management lens.

Name: Gail Ousley: Project Management

Qualifications: Gail has held many professional positions in her vast career with the United Way. She has a strong sense of grants, project management and time management.

IX. APPLICATION CERTIFICATION

Undersigned hereby certifies that (check box after reading each statement and digitally sign the document):

1. The information contained in the project application is complete and accurate. ✓
2. The applicant agrees to comply with all Federal and County policies and requirements imposed upon the project or activity funded by the CDBG program. ✓
3. The applicant acknowledges that the Federal assistance made available through the CDBG program funding will not be used to substantially reduce prior levels of local, (NON-CDBG) financial support for community development activities. ✓
4. The applicant fully understands that any facility built or equipment purchased with CDBG funds shall be maintained and/or operated for the approved use throughout its economic life, pursuant to CDBG regulation. ✓
5. If CDBG funds are approved, the applicant acknowledges that sufficient non-CDBG funds are available or will be available to complete the project as described within a reasonable timeframe. ✓
6. On behalf of the applying organization, I have obtained authorization to submit this application for CDBG funding. (DOCUMENTATION ATTACHED Minute Action and/or written Board Approval signed by the Board President) ✓

DATE: 11/01/23

Signature: 

Print Name/Title Megan Grisham, Interim CEO
Authorized Representative: _____

CHECK-LIST:

The following required documents listed below have been attached. Any missing documentation to the application will be cause for the application to be reviewed as INELIGIBLE.

Yes	No	ATTACHMENT
<input checked="" type="checkbox"/>	<input type="checkbox"/>	1. Members/Board of Directors
<input checked="" type="checkbox"/>	<input type="checkbox"/>	2. Articles of Incorporation and Bylaws
<input checked="" type="checkbox"/>	<input type="checkbox"/>	3. Project Activity Map
<input type="checkbox"/>	<input type="checkbox"/>	4. Project Benefit, Category B, Low Mod Area Maps (Attach if applicable)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	5. Leveraging (Current evidence of commitment)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	6. Income and Expense Statement
<input checked="" type="checkbox"/>	<input type="checkbox"/>	7. Management Capacity (Detailed organizational chart)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	8. Board Written Authorization approving submission of application

Board of Directors 2023

Mayda Cox- Board Chair

Linda Hanley- Vice President

Bette Radar- Secretary

Ron Radar

Steve Hovey

Estelle Lewis

Rev. Bill Dunn

State of California
Secretary of State



I, BRUCE McPHERSON, Secretary of State of the State of California, hereby certify:

That the attached transcript of 1 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.



IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

NOV 04 2005

BRUCE McPHERSON
Secretary of State

Boys & Girls Clubs of the San Gorgonio Pass Bylaws

ARTICLE I. NAME AND OFFICE

Section 1.01 Name

The name of the corporation shall be the "Boys & Girls Clubs of the San Gorgonio Pass" (hereinafter referred to as the "Clubs").

Section 1.02 Office

- (a) The principal executive office of the corporation for the transaction of business shall be located at 4678 W. Hoffer St, in the City of Banning, County of Riverside, and State of California.
- (b) The Board of Directors may at any time establish branch or subordinate offices at any place or places where the corporation is qualified to do business.

ARTICLE II. PURPOSE AND LIMITATIONS

Section 2.01 Purpose

- (a) Organized in 2005 as a nonprofit public benefit corporation, the specific and primary purpose of the corporation is to operate and conduct clubhouses for the education, recreation and enrichment of the youth of the San Gorgonio Pass.
- (b) To meet at all times the Requirements for Membership of the Boys & Girls Clubs of America, incorporated under federal law.

Section 2.02 Limitations

The corporation is formed solely and exclusively for nonprofit purposes, and not for monetary gain or profit, and no monetary gain or profit shall ever inure from its business to any Director or member of this corporation. Earnings, if any, shall be used exclusively for the purpose for which this corporation is formed.

ARTICLE III. MISSION

Section 3.01 Mission

The mission of the Boys and Girls Clubs of the San Gorgonio Pass is to inspire and enable all youth to realize their full potential as productive, responsible, and caring citizens by providing stimulating and challenging programs through interaction with dedicated caring people.

ARTICLE IV. MEMBERSHIP

Section 4.01 Membership

There shall be no voting "members" of the corporation and all voting and other rights ordinarily vested in a corporate membership shall be vested in the Board of Directors, in accordance with the California Nonprofit Public Benefit Corporation Law. Non-voting youth and other club memberships may be created granting

privileges and subject to terms and conditions as specified by the Board of Directors.

ARTICLE V. ELECTION OF DIRECTORS

Section 5.01 Nominations

- (a) The Nominating Committee shall select qualified candidates for election to the Board of Directors as prescribed in these By-Laws, Section 6.02 and 6.03 and Article X, Section 10.01 (e) (ii). In September of each year, the Board Governance Committee will contact each Board member whose term expires in December of that year and inquire as to whether or not those members wish to continue to serve on the Board.
- (b) The Board Governance Committee shall make its report at the regularly scheduled October Board meeting of each calendar year. At that time, any Director present may nominate additional persons for nomination to the Board and may speak to the issue of any name in nomination. The Secretary shall immediately forward to each Director with notice of the meeting, a report listing the candidates nominated.
- (c) The election of Directors is an action item on the agenda of the regular meeting held in November of each calendar year.

Section 5.02 Election

- (a) The election of Directors will be conducted by secret ballot at the regularly scheduled November Board meeting. A Director is permitted to submit a written statement regarding his/her vote, which shall be added as an exhibit to the minutes. Secret ballots, with a provision for write-in candidates, shall be available for inspection, in order to comply with fundamental fairness rules inherent in the law.
- (b) Before adjournment of the election meeting of the Board of Directors, the members of the Board Governance Committee will confidentially tabulate the ballots and report the results, in random order, to the Board.
- (c) Members of the Board Governance Committee will contact the approved candidates for the Board starting with the candidate who received the most votes to the candidate who received the least votes until all seats are filled.

Section 5.03 Seating of Directors

All elected Directors shall be seated at the annual meeting in December of the Board of Directors and shall be participating members thereafter. Retiring Directors shall serve until the December meeting.

ARTICLE VI. BOARD OF DIRECTORS

Section 6.01 Powers

- (a) General corporate powers. The business and affairs of the corporation shall be managed, and all corporate powers shall be exercised, by or under the direction of the Board of Directors.
- (b) Specific powers. Without prejudice to these general powers, the Directors shall have the power to:

- (i) Select and remove all Directors, officers, agents and employees of the corporation; prescribe any powers and duties for them that are consistent with the law, Articles of Incorporation, and these By-Laws; and fix their compensation.
- (ii) Change the principal executive office or the principal business office in the State of California from one location to another; cause the corporation to be qualified to do business in any other state, territory, dependency or country and conduct business within or outside the State of California, for holding any Directors' meeting or meetings.
- (iii) Adopt, make and use a corporate seal and alter the form of the seal.
- (iv) Borrow money and incur indebtedness on behalf of the corporation and cause to be executed and delivered for the corporation's purposes, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgage, pledges, hypothecations, and other evidences of debt and securities.

Section 6.02 Number and Qualification

The authorized number of Directors at this time shall be not less than seven (7) or more than nineteen (19). The exact number of authorized Directors shall be fixed, within the limits specified, by act of the Board. Directors need not be residents of the San Geronio Pass, California, and may be any natural person eighteen years of age or older, of good character, and dedicated to the purpose of this corporation.

- (a) **Voting power.** All voting power in the corporation shall be vested in the Board of Directors, each Director to have one vote.

Section 6.03 Election and Term of Office

Directors shall be elected at the annual meeting of the Board at which a quorum is present. Unless sooner removed, Directors shall serve for a three (3) year term expiring on the date of the next annual meeting. Persons elected as Director may be nominated for reelection as a Director for a maximum of two consecutive terms. One-third of the authorized number of Directors shall be elected each year.

Section 6.04 Assessments

The Board of Directors may impose, from time to time, an amount which shall constitute an assessment against voting Directors to fund the general operation of the Board. The assessment shall be voluntary and in no way affect the ability of the Director to serve the Board.

Section 6.05 Vacancies

Vacancies in the Board may be filled by a majority of the remaining Directors, though less than a quorum, and each Director so elected shall serve until the vacated term expires and/or a successor is elected at an annual meeting, or at a special meeting called for that purpose.

- (a) **Events causing vacancies.** A vacancy or vacancies shall be deemed to exist in case of the death, incapacity, resignation or removal of any Director, or (i) the authorized number of Directors is increased, or (ii) if the members fail at any annual or special meeting of the Board at which any Director or Directors are elected, to elect the full authorized number of Directors, (iii) If a Director is

absent three scheduled Board meetings within a one year term, he or she shall be eligible for removal. The removal of the Director who has had three absences may appeal to the Board to determine good cause and, should the absences be excused, the Director will be reinstated to continue his/her term. If determined unexcused, the removal will become effective and the Board shall have the power to elect a successor to take office at such time as the removal shall become effective.

- (b) Resignations. A vacancy caused by resignation shall become effective upon giving written notice to the Board, unless the notice specifies a later time for the resignation to become effective.

Section 6.06 Removal

- (a) Events causing removal. A Director shall be removed on the occurrence of the following: (i) the declaration by resolution of the Board of removing a Director who has been declared of unsound mind by an order of the court or convicted of a felony or has been found by final order of judgment of any court to have breached a duty under California law, or (ii) the vote of a majority of the Directors to remove a Director, or (iii) having three consecutive unexcused absences.
- (b) No vacancy on reduction of number of Directors. No reduction of the authorized number of Directors shall have the effect on removing any Director before that Director's term of office expires.
- (c) Interested Persons. No more than forty-nine percent (49%) of persons serving on the Board may be "interested persons". An interested person is (i) any person compensated by the corporation for services rendered to it within the previous twelve months, whether as a full-time or part-time employee, independent contractor, or otherwise (ii) any mother, father, brother, sister, son, daughter, ancestor, descendent, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, or father-in-law of such a person. However, any violation of this paragraph shall not affect the validity or enforceability of transactions entered into by the corporation.
- (d) Self-Dealing Transactions. No Director of this corporation nor any other corporation, firm, association, or other entity in which one or more of this corporation's Directors are Directors or have a material financial interest shall be interested, directly or indirectly, in any contract or transaction so long as the material financial interest is fully disclosed in good faith to the Board of Directors at the meeting in which the transaction is authorized. This Section does not apply to a transaction that is part of an educational or charitable program of this corporation if it (i) is approved or authorized by the corporation in good faith and without unjustified favoritism and (ii) results in a benefit to one or more Directors or their families because they are in the class of persons intended to be benefited by the educational or charitable program of this corporation.

ARTICLE VII.

MEETINGS

Section 7.01 Place of Meetings and Meetings by Telephone

All meetings of the Board of Directors shall be held at the principal executive office of the corporation, or at any other place within or outside the State of California as may be designated at any time by resolution of the Board or by written consent of all voting members of the Board. If consents are given, they shall be filed with the minutes of the meeting. Any meeting may be held by conference telephone or similar communication equipment or Internet, so long as all Directors participating in the meeting can hear/read one another's communications, and all such Directors shall be deemed to be present, in person, at such meeting.

Section 7.02 Annual Meeting/Organizational Meeting

The annual meeting of the Board of Directors of this corporation shall be held during the month of December of each calendar year at the place designated in Section 7.01. The annual meeting will be to handle year-end business, financial matters, committee reports, the election of officers of the corporation and the transaction of other business.

(a) Immediately following each annual meeting of the Board of Directors, the Board shall hold a regular meeting for the purpose of organization.

Section 7.03 Regular Meetings

Regular meetings of the Board of Directors shall be held monthly, which includes the meetings outlined in Section 7.02, during the calendar year at the location stated in Section 7.01. The Board shall fix a date and time for all regular meetings and communicate such date and time to the members of the Board. Further notice of regular meetings, if established, shall not be required. If the day adopted for regular meetings falls on a legal holiday, the meeting shall be rescheduled with proper notice as prescribed in these By-Laws.

Section 7.04 Special Meetings

Special meetings of the Board of Directors may be called for any purpose, or purposes, by the Chair, any Vice Chair, Secretary, Treasurer, or any two Directors.

Section 7.05 Notice of Meetings

Unless not required under provisions of these By-Laws, notice of time and place of meetings shall be given to each Director by one of the following methods: (i) by personal delivery or written notice; (ii) by first class mail, postage prepaid; (iii) by telephone or electronic communication, either directly to the Director or to a person at the Director's office who would reasonably be expected to communicate such notice promptly to the Director. All such notices shall be given or sent to the Director's address, telephone or e-mail address as shown on the records of the corporation.

(a) Notices sent by first class mail shall be deposited into a United States mailbox at least four days before the time set for the meeting. Notices must be given by personal delivery, telephone, e-mail, or given to the telegraph company at least forty-eight (48) hours before the time set for the meeting.

(b) The notices shall state the time and place for the meeting. However, it need not specify the purpose of meeting, or the place of meeting, if it is to be held at the principal executive office of the corporation.

Section 7.06 Quorum

One-half of the authorized number of Directors shall constitute a quorum for the transaction of any business except adjournment as provided in Section 7.08. Every act or decision done or made by a majority of the Directors present at a meeting duly held at which a quorum is present shall be regarded as an act of the Board of Directors, subject to other provisions of the By-Laws and to the provisions of the California Nonprofit Corporation Law; (i) especially those provisions in which a Director has direct or indirect material financial interest; (ii) appoint committees; and (iii) indemnification of Directors. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of Directors, if any action taken is approved by at least a majority of the required quorum for that meeting.

Section 7.07 Waiver of Notice

The transaction of any meeting of the Board of Directors, however called and noticed or wherever held, shall be valid as though taken at a meeting duly held after regular call and notice if (i) a quorum is present, and (ii) either before or after the meeting, each of the Directors not present signs a written waiver of notice, a consent to hold the meeting or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting shall also be deemed given to any Director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

Section 7.08 Adjournment

A majority of the Directors present, whether or not constituting a quorum, may adjourn any meeting to another time and place.

Section 7.09 Notice of Cancellation

Notice of the time and place of holding a cancelled or rescheduled meeting need not be given unless the meeting is rescheduled for more than 24 hours, in which case personal notice of the time and place shall be given before the time of the cancelled meeting to the Directors who were not present at the time of cancellation.

Section 7.10 Action Without Meeting

Any action required or permitted to be taken by the Board of Directors may be taken without a meeting, if all Directors of the Board, individually or collectively, consent in writing to that action. Such action by written consent shall have the same force and effect as a unanimous vote of the Board of Directors. Such written consent or consents shall be filed with the minutes of the proceedings of the Board.

Section 7.11 Compensation of Directors and Committee Members

Directors and members of committees shall not receive any compensation for their duties as Directors or members of committees.

Section 7.12 Confidentiality

Any confidential information pertaining to employee matters, member information, legal issues, strategic decisions and general business operations obtained while serving the corporation, and in the course of discharging their duties, Directors, officers and personnel directly serving the corporation are bound by an "Oath of Confidentiality". Other confidential information, not

presently foreseeable, may also be discussed while in service to the Board. Held to the "Oath of Confidentiality", Directors, officers and personnel serving the corporation shall not misuse, misappropriate or disclose any such confidential information directly or indirectly to any other person, or use the information in any way, either during the term of their service or at any time thereafter, except as is required in the course of performing their duties or unless otherwise required by law. All records, files, communications or other records related to the Clubs shall remain exclusively the property of the Clubs and shall not be removed unless necessary in the performance of one's duties, and must be returned to the Clubs in the event the subject individual is no longer a Director, officer or personnel serving the corporation.

ARTICLE VIII. OFFICERS

Section 8.01 Officers

The officers of the corporation shall be Chair, First Vice Chair, Secretary, and such other officers as the Board of Directors shall appoint. Each officer of this corporation must be a member of the Board of Directors one year prior to election as an officer, and shall become a member of the Executive Committee of the Board of Directors (except for the first year).

Section 8.02 Nominations

(a) The Nominating Committee shall select its recommended slate of Officers from the body of continuing Directors and present its report at the regularly scheduled December Board meeting of each calendar year. At the same meeting, any Director present may place names in nomination and may speak to the issue of any name in nomination. No nomination of a candidate for a position as an Officer will be accepted unless the candidate first agrees to fulfill the responsibility as an Officer if elected. As provided in Article V, Nominations, Section 5.01(b), the Secretary shall immediately forward to each Director with the notice of meeting, a report listing the candidates nominated for each of the elected offices.

Section 8.03 Election

The Board of Directors shall elect all officers of the corporation for a term of one year, or until their successors shall be qualified and elected. The election shall occur as follows:

(a) The election of officers will be held at the regularly scheduled December meeting of the Board of Directors. As provided in Article V, Election, Section 5.02(b), the election of officers shall be conducted by secret ballot. Should only one candidate be nominated for each elected office and no nominations are made from the floor, the secret ballot may be dispensed with and the motion to accept the presented slate of officers can be voted on. Officers shall be elected by a majority vote of the Directors present.

Section 8.04 Seating of Officers

Elected officers of the Board of Directors shall assume responsibility of their respective office January 1. Retiring officers shall continue to serve until December 31.

Section 8.05 Removal and Resignation

Being first elected Directors, all elected officers of the Board of Directors are bound by the provisions of these By-Laws, Article VI, Resignation, Section 6.05 (b) and Removal, Section 6.06 (a).

Section 8.06 Vacancies

A vacancy in any office because of the death, resignation, removal, disqualification, or any other cause, shall be filled by the Board of Directors.

Section 8.07 Chair

The Chairman shall be the Chief Governing Officer of the corporation and shall, subject to the control of the Board of Directors, generally supervise, direct, and control the board and the officers of the corporation. In addition, the Chair shall have the following powers and responsibilities:

- (a) Preside at all meetings of the Board of Directors.
- (b) Appoint all committee chairpersons and four Directors to the Board Governance Committee with approval of the Board of Directors, and coordinate and manage the efforts of all committees with exception of the Board Governance Committee.
- (c) Represent the corporation in any communication with other corporations, entities or the public in general.

Section 8.08 First Vice Chair

In the absence of the Chair, the First Vice Chair shall perform all the duties of the Chair, and when so acting shall have all the power of, and be subject to all the restrictions upon the Chair. The First Vice Chair shall have such other powers and perform such other duties as may be prescribed for the office respectively by these By-Laws, Board of Directors or the Chair.

Section 8.09 Secretary

- (a) The Secretary shall keep and maintain, or cause to be kept and maintained, the book of minutes at the principal office or such other place as the Board of Directors may order, of all meetings of the Directors, with the time and place of holding, whether regular or special, and if special how authorized, the notice thereof given, the names of those present at the meeting on signed attendance sheet, and the proceedings thereof.
- (b) The Secretary shall give, or cause to be given, notice of all the meetings of the Board of Directors required by these By-Laws or by law to be given, and shall keep the seal of the corporation in safe custody, and handle all incoming or outgoing correspondence of the Board of Directors.
- (c) The Secretary shall have such other powers and perform such other duties as may be prescribed for the office respectively by these By-Laws, Board of Directors or the Chair.

Section 8.12 Immediate Past Chair

- (a) The Immediate Past Chairman shall perform such other duties as may be prescribed for the office respectively by these By-Laws, Board of Directors or Chair. The Immediate Past Chair shall serve until the subsequent successor's term of office expires and his/her successor is elected.

ARTICLE IX.

COMMITTEES

Section 10.01 Committees

The Board of Directors may, by resolution and adopted by a majority of the Board at the annual organizational meeting, designate one or more standing committees each of which shall consist of two or more Directors. To the extent provided in said resolution, the committees named shall have and exercise the authority of the Board of Directors in the governance of the corporation. Further, the designation of such committees and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any individual Director of any responsibility imposed upon it or him/her by these By-Laws or by law.

- (a) The Chair of the Board shall appoint all committee chairpersons subject to approval of the Board.
- (b) All committees shall serve at the pleasure of the Board. No committee shall adopt By-Laws or maintain funds of its own. All committees may have a separate mission statement approved by the Board. Persons appointed in charge of committees shall be recognized as "Chair" and by no other title.
- (c) The Board of Directors shall authorize and define the specific powers and duties of all standing committees in accordance with the Strategic Plan.

Section 10.02 Other Committees

Other committees not having and exercising the authority of the Board of Directors in the management of the corporation may be designated by a resolution adopted by a majority of the Directors at which a quorum is present. Except as otherwise provided in such resolution, the Chair of the corporation shall appoint as many members as are deemed appropriate.

Section 10.03 Meetings and Action of Committees

Meetings and action of committees shall be governed by, and held and taken in accordance with, the provisions of Article VII, Meetings, Section 7.03 of these By-Laws, concerning meetings of Directors, with such changes in the context of those By-Laws as are necessary to substitute the committee and its members for the Board of Directors and its members, except that the time for meetings of Committees may be determined either by resolution of the Board of Directors or by resolution of the committee. Meetings of committees may also be called by resolution of the Board of Directors. Minutes shall be kept of each meeting of any committee and shall be filed with the corporate records. The Board of Directors may adopt rules for the government of any committee not inconsistent with the provisions of these By-Laws.

Section 10.04 Term of Office

Each member of a committee shall continue as such until the next annual meeting of the Board of Directors, and/or until his/her successor is appointed, unless such member shall cease to qualify as a member thereof.

Section 10.05 Vacancies

Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointment.

Section 10.06 Quorum

Unless otherwise provided in the resolution of the Board of Directors designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

ARTICLE X. Chief Executive Officer

Section 12.02 Employment

The Board of Directors shall employ a Chief Executive Officer (CEO) of the corporation, fix compensation and prescribe the terms of employment.

- (a) In November of each calendar year, the Chair and all other elected officers holding office at year-end shall meet with the CEO for an annual review and evaluation of his/her performance.
- (b) The CEO's review and recommendations, with respect to continued employment and salary increases, shall be presented to the Board of Directors at their next regular meeting.

Section 12.03 Duties and Responsibilities

In accordance with the elements of competence established for Boys and Girls Club executive, the Chief Executive Officer is responsible for overseeing strategic planning and operation of the Clubs, in support of organizational mission and goals as set forth by the Board of Directors of this corporation. The Chief Executive Officer provides leadership, direction and support to the Board of Directors in developing organizational goals, attaining/allocating resources, and establishing policies. He/She also provides leadership and direction to staff management in carrying out the key roles assigned to them. The Chief Executive Officer reports directly to the Board of Directors and shall be ex-officio member of all committees.

ARTICLE XI. INDEMNIFICATION OF DIRECTORS, OFFICERS, EMPLOYEES, AND OTHER AGENTS

Section 13.01 Proceedings

To the fullest extent permitted by law, this corporation shall indemnify its directors, officers, employees, and other persons formerly occupying any such positions, against all expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred by them in connection with any "proceeding" as that term is used in that section, and including an action by or in the right of the corporation, by reason of the fact that the person is or was a person described in that section. "Expenses" as used in this By-law, shall have the same meaning as in that section of the Corporation Code.

Section 13.02 Board Authorization

On written request to the Board by any person seeking indemnification under Corporations Code section 5238(b) or section 5238(c), the Board shall promptly decide under Corporation Code section 5238(e) whether the applicable standard of conduct set forth in Corporation Code section 5238(b) or section 5238(c) has been met and, if so, the Board shall authorize indemnification. If the Board

cannot authorize indemnification, because the number of Directors who are parties to the proceeding with respect to which indemnification is sought prevents the formation of a quorum of Directors who are not parties to that proceeding, the Board shall promptly call a meeting of members. At that meeting, the members shall determine under Corporations Code section 5238(e) whether the applicable standard of conduct has been met and, if so, the members present at the meeting in person or by proxy shall authorize indemnification.

Section 13.03 Advancement of Expenses

To the fullest extent permitted by law and except as otherwise determined by the Board in a specific instance, expenses incurred by a person, seeking indemnification under these By-laws in defending any proceeding, shall be advanced by the corporation before final disposition of the proceeding. On receipt by the corporation of an undertaking by or on behalf of that person the advance will be repaid unless it is ultimately found that the person is entitled to be indemnified by the corporation for those expenses.

ARTICLE XII

FISCAL MATTERS

Section 14.01 Contracts or Contract Agreements

The Board of Directors, except as in these By-Laws as otherwise provided, may authorize any officer or officers, agent or agents, to enter into any contract or execute any instrument in the name and on behalf of the corporation, and such authority may be general or confined to specific instances; and unless so authorized by the Board of Directors, no officer, agent or employee shall have any power or authority to bind the corporation by any contract or engagement or to pledge its credit or to render it liable for any purpose or to any amount.

Section 14.02 Purchases of \$1,000 or More

Chief Executive Officer, on purchases of \$1,000 or more, shall secure a minimum of three (3) bids. The Chief Executive Officer may select the acceptable bid on purchases up to \$10,000, unless previously approved in the annual budget, or a special activities budget. For purchases in excess of \$10,000, the Board of Directors shall select the acceptable bid.

Section 14.03 Payment by Check or Draft

All checks, drafts or other orders for payment of money, note or other evidence of indebtedness, issued in the name or payable to the corporation, shall be signed or endorsed by such person or persons and in such manner as, from time to time, shall be determined by resolution of the Board of Directors.

(a) Disbursement of funds exceeding \$1,000 shall be made by check with two signatures required: that of the CEO, and/or the Director of Operations, and/or one officer of the Board.

Section 14.04 Deposits

All funds of the corporation shall be deposited promptly to the credit of the corporation in such banks, trust companies, or other depositories as the Board of Directors may select.

Section 14.05 Gifts

The Board of Directors may accept on behalf of the corporation any contribution, gift, bequest, or device for the general purposes or for any special purpose of the corporation.

Section 14.06 Books, Records and Inspection Rights

The corporation shall keep at the principal office correct and complete books and records of accounting, minutes of the proceedings of its Board of Directors and Committees having any authority of the Board of Directors, a copy of the By-Laws as amended or otherwise altered to date, and a record giving the names and addresses of the Directors entitled to vote. A Director or his agent or attorney may inspect all books and records of the corporation for any proper purpose at any reasonable time.

Section 14.07 Fiscal Year

The fiscal year of the corporation shall be the calendar year ending December 31.

Section 14.08 Annual Report

The annual report referred to in the California Nonprofit Corporation Law is expressly dispensed with, but nothing in these By-Laws shall be interpreted as prohibiting the Board of Directors from issuing such annual or periodic reports to any person, as the Board considers appropriate. However, within 120 days of the close of its fiscal year, the corporation shall provide to the Directors a report containing the following information in reasonable detail:

- (a) The assets and liabilities, including the trust funds of the corporation as of the end of the fiscal year.
- (b) The principal changes in assets and liabilities, including trust funds, during the fiscal year.
- (c) The revenue or receipts of the corporation, both unrestricted and restricted to particular purposes, for the fiscal year.
- (d) The expenses or disbursements of the corporation, for both general and restricted purposes, during the fiscal year.
- (e) Any information required by California Corporations Code Section 6322.

ARTICLE XIII

GENERAL PROVISIONS

Section 15.01 Non-Partisan Activities

This corporation has been formed under the California Nonprofit Public Benefit Corporation Law for public benefit purpose described in Article II, Purpose, Section 2.01 (a), (b) and 2.02, and it shall be nonprofit and nonpartisan. No part of the activities of the corporation shall consist of the publication or dissemination of material with the purpose of attempting to influence legislation, and the corporation shall not participate or intervene in any political campaign on behalf of any candidate for public office or for or against any cause or measure being submitted to the people for vote.

- (a) The corporation shall not engage in any activities or exercise any powers that are not in furtherance of the purpose described above.

Section 15.02 Parliamentary Procedure

Proceedings of the corporation meetings shall be governed and conducted in accordance with the latest edition of Roberts Rules of Order, except as

otherwise provided herein.

Section 15.03 Amendments

These By-Laws may be amended and restated or repealed and new By-Laws adopted by the vote or written consent of a majority of the voting Directors at any regular or special meeting at which a quorum is present.

Section 15.04 Dedication of Assets

The properties and assets of this nonprofit corporation are irrevocably dedicated to charitable purposes. No part of the net earnings, properties or assets of this corporation, on dissolution or otherwise, shall inure to the benefit of any private person or individual or any member or Director of this corporation. On liquidation or dissolution, all properties and assets and obligations shall be distributed and paid over to the Boys & Girls Clubs of America. If for any reason, the Boys & Girls Clubs of America should not accept all property and assets and obligations, the Board of Directors of this corporation may select such other nonprofit charitable corporation or corporations as shall at that time qualify as a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code of 1954, as amended, or corresponding provisions of any subsequent federal tax laws so that the business properties and assets of the corporation shall in such event be used for and devoted to the purpose of providing Boys & Girls Clubs of the San Gorgonio Pass.

Approved

Date: November 14, 2005

By: _____
President

By: _____
Secretary

Project Activity Map – Sundance Elementary

Sundance Elementary School
 4.5 ★★★★★ 19 reviews
 Primary school

Directions Save Nearby Send to phone Share

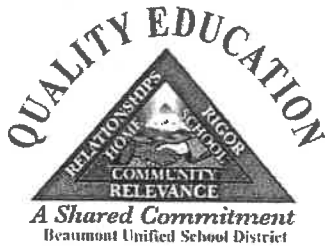
1520 E 8th St, Beaumont, CA 92223
 Open · Closes 4PM
 ses.beaumontusd.us
 (951) 845-2621
 W2MW+CH Beaumont, California
 Send to your phone

Map features: Layers, Map data ©2022, United States, Terms, Privacy, Send feedback 500 ft



BOYS & GIRLS CLUBS
OF THE SAN GORGONIO PASS

Proof of Leveraging



BEAUMONT UNIFIED SCHOOL DISTRICT
VENDOR AGREEMENT

OVER \$5000 UNDER \$5000

THIS AGREEMENT is made effective on May 24, 2023 (date) by and between Boys & Girls Club of the San Gorgonio Pass hereafter called "VENDOR," and Beaumont Unified School DISTRICT, hereafter called "DISTRICT."

NOW, THEREFORE, the Parties agree as follows:

1. **VENDOR SERVICES and/or PRODUCTS:**

In consultation and cooperation with the DISTRICT, the VENDOR shall provide the services and/or products consistent with generally acceptable industry standards or better. The Services and/or Products are described in further detail:

X In the VENDOR's Proposal and/or Scope of Work and/or Quote (attached).

Purpose: An agreement to provide comprehensive before and after-school programming at Anna Hause Elementary, Brookside Elementary, Palm Innovation Academy, Starlight Elementary, Sundance Elementary, Three Rings Ranch Elementary, Tournament Hills Elementary, Summerwind Trails School, Mountain View Middle School and San Gorgonio Middle School for the 2023-2024 school year.

Any attachment is hereby incorporated into this Agreement and made a part of it. In the event of any conflict between the language in this Agreement and any attachment incorporated herein, the language in this Agreement will govern and take precedence over any attachment. No services and/or products can be provided without a fully executed agreement and DISTRICT approved insurance.

2. **INDEPENDENT CONTRACTOR:**

The VENDOR is an independent contractor and will perform the Services as an independent contractor and not as an employee of the DISTRICT. Accordingly, nothing in this Agreement shall be construed as establishing a relationship of employer and employee, or principal and agent, between the DISTRICT and the VENDOR or between the DISTRICT and any of VENDOR's agents or employees. VENDOR is solely responsible for its own acts and the acts of any of its agents or employees as they relate to any Services provided. VENDOR and its agents and employees shall not be entitled to any rights and or privileges of the DISTRICT's employees, including but not limited to, permanent status, health insurance benefits, sick leave, paid vacation, or any other employee benefit. Each party acknowledges that the VENDOR is not an employee for state or federal tax purposes and that the DISTRICT will not withhold federal or state income tax deductions from payments made to VENDOR under this Agreement. VENDOR must provide DISTRICT with his/her Social Security Number or Taxpayer ID number. DISTRICT will provide VENDOR and the Internal Revenue Service ("IRS") with a statement of earnings at the conclusion of each calendar year as required by the IRS.

- a. The DISTRICT will prepare and furnish to the VENDOR upon request such existing information as is reasonably necessary for the performance of Services by the VENDOR. The VENDOR shall provide its own equipment, vehicle, materials, supplies, food, incidentals, tools, etc., which may be required for the proper performance of this Agreement. Each party shall cooperate with the other party.

lots. The DISTRICT assumes no liability or responsibility for any personal property of VENDOR or of its employees, agents, representatives, guests, or invitees of VENDOR, brought on to the premise during the term of the services.

8. WORK PRODUCT OWNERSHIP:

~~All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, work products, and other materials (collectively, the "Work Product") produced by VENDOR under this Agreement shall be the sole and exclusive property of DISTRICT. No Work Product produced, either in whole or in part, under this Agreement shall be subject to private use, copyright, or patent by VENDOR in the United States or in any country without the prior written consent of the DISTRICT. The DISTRICT shall have unrestricted authority to publish, disclose, distribute, transfer, and use copyright or patent any Work Product produced by VENDOR under this Agreement. Upon request, VENDOR shall sign all documents necessary to confirm or perfect the exclusive ownership of the DISTRICT to the Work Product. No VENDOR, firm, or corporation may use the DISTRICT logo without pre-approval from the Superintendent.~~

9. TERMINATION:

The DISTRICT may at any time and for any reason suspend performance by the VENDOR or terminate this Agreement and compensate VENDOR only for Services satisfactorily rendered to the date of such suspension or termination. In addition and notwithstanding anything to the contrary contained in this Agreement, due to the current budget crisis and the fiscal constraints under which the DISTRICT operates, the DISTRICT may terminate the Agreement at any time without penalty, cost, or damages of any kind. The DISTRICT's termination of the Agreement shall in no way affect VENDOR's obligation to hold harmless and indemnify the DISTRICT in accordance with Section 10. Written notice by the DISTRICT shall be sufficient to suspend or terminate any further performance of Services by the VENDOR. The notice shall be deemed given when received, upon electronic confirmation of a facsimile transmission, or no later than three (3) days after the day of mailing, whichever is soonest. Upon receipt of any notification of termination by the DISTRICT, the VENDOR shall promptly provide and deliver to the DISTRICT any and all Work Product in progress or completed to date including any reports, drafts, electronic information, or the like to the DISTRICT. Unless otherwise identified, notice will be provided to the address shown at the signature block on the last page of this Agreement. Facsimile or electronic mail notices shall be accepted.

10. HOLD HARMLESS AND INDEMNIFICATION:

To the fullest extent provided by law, Vendor shall defend, indemnify and hold harmless the District, including its Board, officers, agents, employees, and affiliates, from and against any and all claims, actions, suits, demands, damages, liabilities, obligations, losses, settlements, judgments, costs, and expenses (including, but not limited to attorney fees and costs including fees of consultants) arising out of this Agreement, except to the extent caused by the District's sole gross negligence or intentional misconduct.

11. INSURANCE:

The Vendor shall provide certificates indicating applicable insurance coverages within ten (10) days of the effective date of this Agreement, **NAMING THE DISTRICT AS ADDITIONAL INSURED with the endorsement on form CG20101185 or equivalent. The certificate holder shall be listed as Beaumont Unified School District, its Board, officers, agents, employees, and volunteers. The insurance certificates and/or the endorsements shall state that the policies shall be primary and shall not contribute to any insurance policy of the District.** Insurance certificates shall be mailed to the Purchasing Department, P.O. Box 187 Beaumont, CA 92223, or emailed to purchasing-ap@beaumontusd.k12.ca.us. Coverage shall not be canceled except with notice to the District.

- c. TUBERCULOSIS CLEARANCE:
The **VENDOR** will provide proof of negative tuberculosis, or certify that **VENDOR**, its employees, agents, representatives, guests, or invitees have tested negative prior to assignment with the **DISTRICT**.
- d. POLICIES:
VENDOR, its employees, agents, representatives, guests, or invitees shall comply with all **DISTRICT** policies, rules and regulations while on site; no smoking in compliance of California Health and Safety Code 104420, **DISTRICT**'s Board Policy, BP3513.3, and appropriate behavior, including the use of offensive language as sited in California Education Code 44810, 44811, and the **DISTRICT**'s Board Policy AR3515.2 (a).
- e. NOTIFICATIONS:
VENDOR certifies that if an employee providing services to **DISTRICT** is subsequently convicted or pleads no contest to any crime listed in this section, **VENDOR** will immediately notify **DISTRICT** and immediately terminate the employee's assignment with **DISTRICT**.

13. DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION (if applicable): If any portion of the work or services to be performed by **VENDOR** under the Agreement constitutes a "public work" as defined in California Labor Code Section 1720(a), and payment will be made by **DISTRICT** in whole or part out of public funds, prior to issuing this Agreement, **VENDOR** shall be required to be registered with the Department of Industrial Relations (DIR) pursuant to Labor Code Section 1725.5 and such work or services constituting a public work shall be subject to compliance monitoring and enforcement by DIR.

Applicable
 X
Not Applicable

14. PREVAILING WAGE (as applicable): Prevailing wages are applicable to all projects defined as a "public work" by the California Labor Code Section 1720(a). These per diem rates, including holiday and overtime work, as well as employer payments for health and welfare, pension, vacation, and similar purposes, are available from the Director of the Department of Industrial Relations. Pursuant to California Labor Code Sections 1720 et seq., it shall be mandatory upon the Vendor to whom the Contract is awarded, and upon any sub-Vendor under such Vendor, to pay not less than the said specified rates to all workers employed by them in the execution of the Contract.

Applicable
 X
Not Applicable

A Vendor or sub-Vendor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in the Labor Code, unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5. It is not a violation of this section for an unregistered Vendor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the Vendor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

The Vendor and all subcontractors shall furnish certified payroll records as required pursuant Labor Code section 1776 directly to the Labor Commissioner in accordance with Labor Code section 1771.4 on at least on a monthly basis (or more frequently if required by the **DISTRICT** or the Labor Commissioner) and in a format prescribed by the Labor Commissioner. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE).

15. RECORDS RETENTION: The **VENDOR** shall maintain and preserve any and all written and electronic records relating to this Agreement, including without limitation, invoice support (e.g., hours and days worked and other detail) for a period of not less than three (3) years after final payment under this Agreement. The **DISTRICT**, its employees and agents and the Office of the State Auditor shall have the right to audit, examine, inspect, and copy any and all of **VENDOR**'s records relating to this Agreement at any time during normal business hours. Additionally, pursuant to Government Code Section 8546.7, the **VENDOR** is hereby advised that every contract involving

acknowledge and agree that the performance of the Agreement shall occur within Riverside County, California, and any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the DISTRICT's administration offices are located.

21. DISPUTES:

In the event of a dispute between the Parties as to performance of Work, Agreement interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties. Pending resolution of the dispute, VENDOR shall neither rescind the Agreement nor stop Work.

22. DELEGATE ABILITY:

This Agreement is not assignable or delegable by either party, except upon the prior written consent of the other party.

23. CONFLICT OF INTEREST:

In signing this Agreement, the DISTRICT representative acknowledges that he/she has no direct or indirect financial interest in the VENDOR, nor does he/she have any knowledge of any DISTRICT employee involved in selection of the VENDOR having any direct or indirect financial interest in the VENDOR or the Agreement, such that a prohibited conflict of interest exists.

24. ALTERNATE SOURCES:

Nothing in this Agreement shall prohibit the DISTRICT from acquiring the same type, or equivalent goods or services from other sources, when deemed by the DISTRICT, at its sole discretion, to be in the DISTRICT'S best interest.

25. ENTIRE AGREEMENT/AMENDMENT/MODIFICATION:

This Agreement along with the DISTRICT's Terms and Conditions constitute the entire Agreement between the parties and supersedes any and all prior or contemporaneous oral or written agreements. There are no other promises or conditions in any other agreement whether oral or written, unless issued by the DISTRICT. Any amendment or modification of the Agreement or the DISTRICT's Terms and Conditions such as an increase/decrease to the dollar amount, adding or changing services, or any other changes shall be effective only if it is in writing and signed by the VENDOR and DISTRICT authorized signers.

- a. **Amendments will require Board approval and services will not be paid until Board approval is received. If you need assistance with this matter, please contact the Purchasing Department at (951) 845-1631 or email:**

Purchasing-ap@beaumontusd.k12.ca.us



Irene W. & Guy C.

Anderson Children's Foundation

Grant Application 2023 – 2024

Agreement

I certify that all information in this application is correct.

This organization intends to implement the plan outlined in this application upon approval and funding by Anderson Children's Foundation.

We will keep records of activities and expenses for the purposes of project evaluation and reporting.

I am legally authorized to sign this application agreement for this organization. Teachers please note: School principal or other financial authority must sign!

Signature

Name

Amy Herr

Title

CEO

Organization

Boys & Girls Clubs of the San Geronio Pass

Project

Healthy Habits Program

Date Signed

8/22/23

RE: [EXTERNAL] RE: Morongo's 27th Annual Charity Golf Tournament

From: FIGUEROA, JULIO C (jf1934@att.com)

To: debbie_hermann@morongo.com; bgcmegan@yahoo.com

Cc: kevin.shaw@sanmanuel-nsn.gov; tyree_cayce@morongo.com; blanca_vasquez@morongo.com

Date: Thursday, August 31, 2023 at 02:25 PM PDT

We are Approved!

\$10,000 will be send to BOYS & GIRLS CLUBS OF THE SAN GORGONIO PASS Electronic Funds Transfer 90 days from date of Invoice.

Vendor Name: BOYS & GIRLS CLUBS OF THE SAN GORGONIO PASS
Total Amount: \$10,000.00
Reference ID: 2023806704
Pre-Approval Status: Approved
Notes:

Debbie, Let me know if you need anything from me.



Julio Figueroa
Director of External & Legislative Affairs
Counties of Riverside - San Bernardino - Inyo
CA Tribal Liaison

AT&T
3580 Orange St. 2nd Floor - External Affairs, Riverside CA 92501
m 951.640.3667 | jf1934@att.com
MOBILIZING YOUR WORLD



[ICAe Inter-Tribal Council of AT&T Employees "Mitakuye Oyasin" \(icae4nativeamericans.org\)](http://icae4nativeamericans.org)

Donation Request Form (Morongo)



(To be completed by requesting organization)

In order to receive consideration for a donation, we require the following form to be completed, dated and signed by the organization and returned to us along with any required attachments. Submission of a request for a donation does not guarantee that the request will be accepted as all donations are discretionary and subject to Citizens Business Bank approval. Please complete all sections or enter "N/A" for any fields that are Not Applicable.

Type(s) of Support Requested: <small>(Choose more than one if applicable)</small>	<input checked="" type="checkbox"/> Program <input type="checkbox"/> Event <input type="checkbox"/> General <input type="checkbox"/> Other: _____		
Name of Non-Profit Organization:	Boys & Girls Clubs of the San Gorgonio Pass		
Organization Tax ID#:	20-3812932		
Headquarters Address:	240 W Ramsey St		
City:	Banning	State:	California
County:	Riverside	Zip Code:	92220
For Program Support Requests, is this the same address where the CRA Program will take place? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>			
If No, Enter CRA Program Address:	City:	State:	Zip:
Website:	www.bgcsypass.com		
Name of Executive Director:	Megan Grisham (Interim)	Email:	bgcmegan@yahoo.com
Name of Primary Contact Person:	Megan Grisham	Email:	bgcmegan@yahoo.com
Primary Contact's Title:	Interim CEO	Phone:	951-663-2659
Amount Requested:		Date of Request:	7/19/2023
Name of Program and/or Event:	Boys & Girls Clubs SGP		
Date, Time and Location of Event:			

Indicate any benefits included as part of the donation:

- CBB Logo Displayed Somewhere
- CBB Ad in Program, Publication, etc.
- Event sponsorship that includes meals, golf fees, event tickets, etc. (Please complete attached Tax-Deductible Donation Acknowledgment)

Select if the donation request will support any of the following CRA Activities:

- Community Services:** services to a majority Low- and Moderate-Income (LMI) individuals focused on education, childcare, health or social services.
- Affordable Housing:** including multifamily rental housing to LMI individuals.
- Economic Development:** support and financing to small businesses / farms leading to job creation / job retention for LMI individuals or in LMI areas
- Activities that Revitalize or Stabilize** LMI geographies, designated areas, or designated distressed / under-served middle income areas.

Note: Low- and Moderate-Income (LMI) means individual income that is less than 80% of the Median Family Income. Click [HERE](#) to determine the HUD MFI.

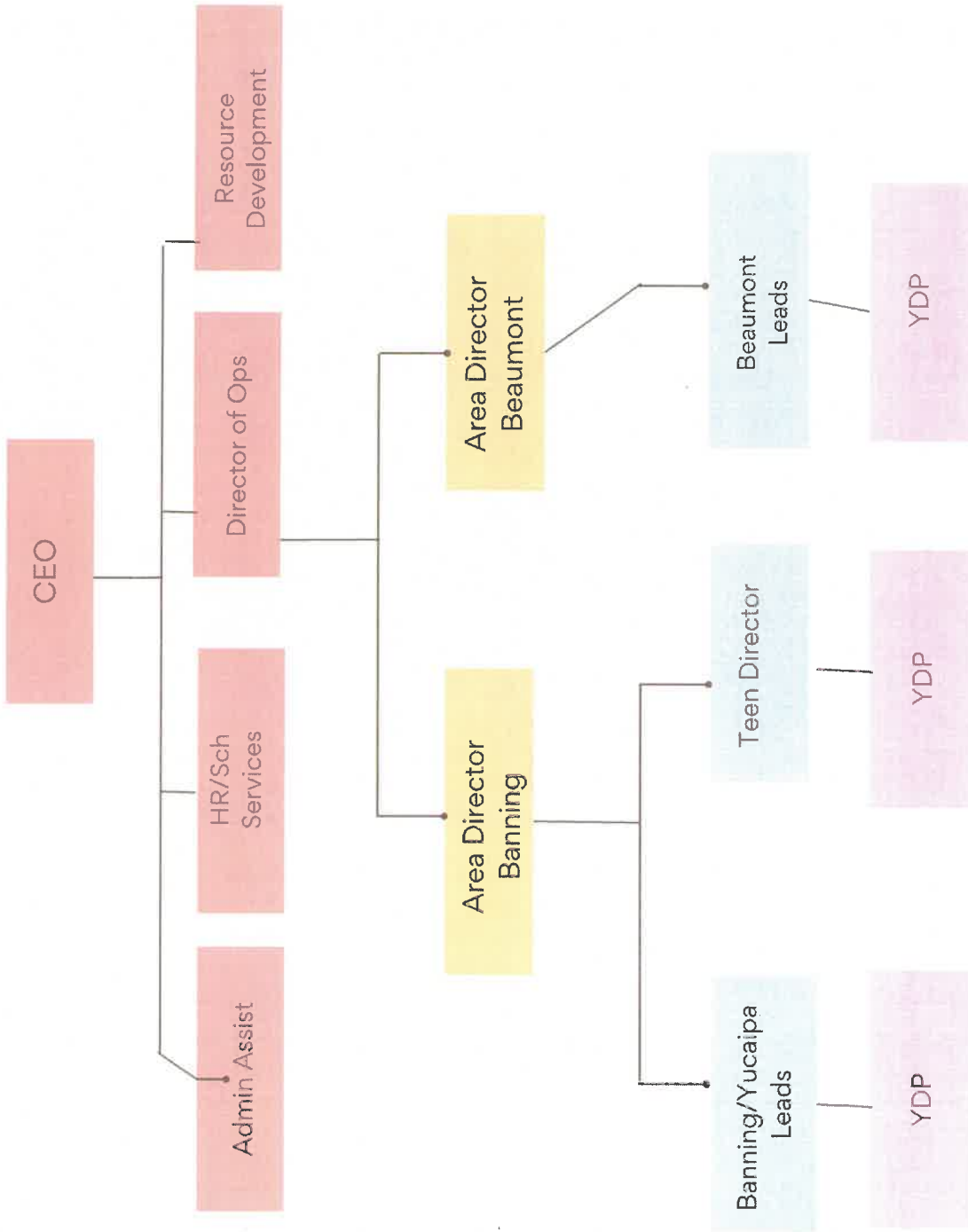
Purpose & Description of Donation Request:

The donation will be used to purchase brand new shoes and socks, backpacks, school supplies and toiletries for youth members of the Boys & Girls Clubs of the San Gorgonio Pass in preparation of their new school year, as well as support programs promoting positive self esteem, hygiene and mental health. This impactful program has been supporting the kids for approximately 13 years.

Boys & Girls Clubs of the San Geronio Pass, Inc.
Statement of Financial Income and Expense
September 2023

	<u>Sep 23</u>	<u>Sep 22</u>
60910 · Fundraiser Expenses		
60940 · Horses & Hattitudes-expenses		
60940a · H&H - Expenses	0.00	87.27
Total 60940 · Horses & Hattitudes-expenses	<u>0.00</u>	<u>87.27</u>
Total 60910 · Fundraiser Expenses	0.00	87.27
60960 · Business Taxes	3,394.37	0.00
Total 60900 · Business Expenses	<u>4,298.35</u>	<u>6,707.04</u>
62100 · CONTRACT SERVICES		
62110 · Accounting Fees	1,950.00	0.00
62130 · Bank Service Fees	0.00	482.64
62140 · Legal Fees	0.00	1,368.00
62175 · Credit Card Prossessing Fees	1,304.17	1,797.82
Total 62100 · CONTRACT SERVICES	<u>3,254.17</u>	<u>3,648.46</u>
62800 · FACILITIES & EQUIPMENT		
62801 · Mileage Reimbursement	118.11	0.00
62805 · Building Repair	541.83	0.00
62845 · Equip-Copier Lease	0.00	268.30
62900 · Lease/Rent	526.00	504.00
62950 · Security	0.00	106.82
62958 · Landscaping	150.00	280.00
62960 · Maintenance & Cleaning Supplies	0.00	500.00
62970 · Vehicle Fuel	0.00	175.00
62980 · Vehicle Maintenance	165.00	0.00
Total 62800 · FACILITIES & EQUIPMENT	<u>1,500.94</u>	<u>1,834.12</u>
65000 · OPERATIONS		
65019 · Conferences	3,655.18	1,503.48
65020 · Dues & Subscriptions	49.99	623.97
65030 · Equipment - Program	0.00	47.36
65040 · Marketing/Advertising	400.00	960.00
65045 · Meetings Staff	91.74	1,452.29
65050 · Office Supplies	525.80	1,674.28
65065 · Program Special Events	0.00	173.92
65070 · Printing & Copies	542.42	832.93
65085 · Software	0.00	169.81
65090 · Supplies Program Sites	4,947.35	10,701.21
65201 · Phone landline/internet office	0.00	184.96
65208 · Phone wireless	419.20	2,165.77
65210 · Training	0.00	1,067.29
65235 · Utilities	0.00	1,032.29
65240 · Website Domain	64.95	0.00
Total 65000 · OPERATIONS	<u>10,696.63</u>	<u>22,589.56</u>
66900 · Reconciliation Discrepancies	0.00	0.90
Total Expense	<u>207,966.05</u>	<u>193,896.54</u>
Net Ordinary Income	<u>-141,460.01</u>	<u>-128,796.29</u>
Net Income	<u><u>-141,460.01</u></u>	<u><u>-128,796.29</u></u>

Organization





Minutes from the Electronic Board of Directors Meeting
October 3, 2023

In attendance: Mayda Cox, Linda Hanley, Steven Hovey, Rev Bill Dunn, Ron Rader, Bette Rader, Estelle Lewis

CDBG

The Board of Directors formally gives authorization for and approves the submission of the County of Riverside CDBG application for 2024-2025. Megan Grisham, Interim CEO, has our approval to submit the application on our behalf.

*Motion by Bill Dunn and second Steven Hovey to approve submission of CDBG application for 2024-2025. The motion passed unanimously.

**COUNTY OF RIVERSIDE
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

APPLICATION FOR CITY OF Beaumont

2024-2025 CDBG ALLOCATION

I. GENERAL INFORMATION

Applying Organization Name: Faith in Action of San Gorgonio Pass

Type of Organization: Non-Profit Organization Faith Based Organization
 For-Profit Organization Institution of Higher
 Education

Organization Address: 66 s San Gorgonio Ave #6

City: Banning Zip Code: 92220

Mailing Address: same as above

City: Zip Code:

Telephone Number: 951-293-9603 Fax Number:

Executive Director: Carol Allbaugh

Telephone Number: same as above E-mail:

Program Manager: Lucyela Martin

Telephone Number: 1-951-572-2475 E-mail: lucycela@fiasgp.org

Grant Writer: Carol Allbaugh

Address (if different from above):

Telephone Number: E-mail:

II. ORGANIZATIONAL HISTORY (This is applicable only if you are a non-profit organization)

Faith in Action ,Inc is a non-profit organization whose mission centers around preventing and resolving homelessness for the residents in the San Gorgonio Pass region of Riverside County. The services we provide include navigational services for residents to access complex paperwork to apply for services, computer access,

phone access, temporary and permanent housing resources, and food and clothing distribution. While FIA's root can be tied to the region since 2006 when clergy formed the small group, it was not until 2016, that the organization became a 501c3. It was 2021 when the organization regrouped and began operating a Navigation Center in the city of Banning. The navigation center provides direct in reach to residents in the region who are housing insecure. Navigation staff are trained in, and use trauma informed approach to services, by insuring physical and emotional safety of every single individual. In 2022, FIA formally absorbed a contract with the city to provide wrap around services to the residents. These services assist the residents in transitioning into permanent housing. In 2023, FIA received a grant from the County of Riverside to operate a rapid rehousing program which provides financial assistance toward rent and case management services to those in transition from homelessness allowing FIA to operate a full continuum of services, The proximity to our location allows us to build rapport which each individual which is needed to build collaboration and trustworthiness. Each client is assisted and provided direct linkages to housing, healthcare, behavioral health and other supportive services.

Date Organization founded: 2006

Date Organization incorporated as a non-profit organization (*Attach Articles of Incorporation and Bylaws*): 2016

Federal identification number: 812158796

DUNS Number: 058985721

Organization Web Address: www.Fia-sgp.org

Does your Organization expend \$750,000 or more a year in federal funds? Y or N

Number of paid staff: 7

Number of volunteers: 10

Members/Board of Directors (*Attach*): 5

III. PROJECT ACTIVITY

A. Name of Project: Banning/Beaumont Navigation Center

B. Specific Location of Project

(*Attach Project Map - include street address; if a street address has not been assigned provide APN*)

Street or APN: 66s San Gorgonio Ave #6

City: Banning

Zip Code:92220

CDBG Funds Requested: (total amount for the project only)

\$ 51,098,30

C. Where will the proposed activity occur (be specific as to the geographic boundaries)? If the project involves a new or existing facility, what is the proposed service/benefit area for the facility?

The activity will primarily take place in the city of Banning, but there will be targeted outreach to the Beaumont area.

D. In which City (ies)/Communities does the activity occur?

City (ies): Banning, Beaumont

Community (ies):

NOTE: HWS will make the final determination of the appropriate service area of all proposals.

E. If this project benefits residents of more than one community or jurisdiction, have requests been submitted to those other entitlement jurisdictions? (i.e., County district(s) 1st, 2nd, 3rd, 4th, and/or 5th, City of Palm Springs, City of Moreno Valley, City of Riverside, etc.)

A County CDBG has also been submitted. -5th District

Check ONLY the applicable category your application represents.

- Public Service
- Homeless Activities
- Real Property Acquisition (Must consult with EDA prior to submitting application)
- Housing
- Rehabilitation/Preservation (please provide picture of structure)
- Public Facilities (construction)
- Infrastructure (i.e. Streets, Sewer, Sidewalk, etc.)
- Other: (provide description) _____

F. Respond to A & B only if this application is for a public service project.

(a) Is this a NEW service provided by your agency? Yes No

(b) If service is not new, will the existing public service activity level be substantially increased or improved?

The service funded from this grant will be targeted in the Beaumont area.

IV. PROJECT NARRATIVE

A. Provide a detailed Project Description. The description should only address or discuss the specific activities, services, or project that is to be assisted with CDBG funds. If CDBG funds will assist the entire program or activity, then provide a description of the entire program or activity:

Over the past year, the FIA navigation center has noticed an increase of Beaumont residents coming into the center and accessing services. Since there is no other organization providing navigational services in this area, word spreads and we begin to serve the people from other communities. With

this in mind, this project is designed to include the residents of Beaumont who are within the low income and homeless population. This project includes a venue within the Beaumont area and additional staff to assist clients OR extended hrs at the Banning office to service Beaumont residents.

Specific activities/events of this project will be

intake and follow-up from those seeking services

Expanded hours for greater access to services.

Printing and dissemination of newly created community Resource booklet

Administration of Vi-SPDAT for all homeless individuals seeking housing- Results will be entered into the Riverside County HMIS system

Enhanced Care Management referrals to both IEHP and Molina

Bi-monthly Community Assistance Events featuring available community resources for a wide variety of social service needs

Intake on all Non-homeless individuals seeking services

Support of rapid rehousing program in Banning.

Specific services supported by caring navigators trained by social service partners

- Assistance with completing Section 8 voucher application
- Enrollment in Benefits Cal programs for qualified applicants
- Assistance with obtaining Identification documents
- Creation of SSA accounts to monitor SSI/SSDI
- Explore Housing resources and follow up assistance with Unemployment Insurance
- Complete job applications
- Connection made to mental health providers on behalf of participant (with consent)
- Connection to all known Riverside County resources
- Free Community Health Worker training
- Life Skills training
- Housing navigation assistance
- Computer literacy

Other limited resources Available: Assisted Access to phones and computers; Bus passes for medical or employment appointments; gas cards, Postage stamps; Hygiene products (when available); Office supplies; clothing; Tents and tarps, water and snacks

With CBDG funds, the Navigation Center can be open 30 hrs a week (an increase from 20 hrs per week) and possibly expand to one day during the weekend. Four paid navigators are trained

in working with low income and homeless by local professional partners and have the knowledge to assist in basic resources. One program director oversees all programs.

All services are free and open to the public

CDBG funds will expand FIA services to Beaumont residents

B. Provide a detailed description of the proposed use of the CDBG funds only

CDBG funds will assist with the following:

rent- Current rent is \$850 for 950 sq ft space. This needs to be expanded to additional space adjacent to current venue which can be rented for \$750. This will be used for additional staff and space for consumers to access computers and other resources.

Utilities- cost for internet, phone, and A/C, electricity

Personnel- Additional hrs. for 2 navigators x 262 days and 1 office assistant

service related activities such as fees for applications, bus passes, gas cards, fees for documents,

additional computers for participant use

What are the goals and objectives of the project, service, or activity? How will you measure and evaluate the success of the project to meet these goals and objectives (measures should be qualitative)?

1) increase the number of Beaumont residents enrolled in social service programs such as housing, utility and rent assistance , SSI/SSDI, Cal Fresh, Medi-Cal, childcare, employment opportunities.
Obj: educate clients on the available social service programs.
Obj: offer assistance on application/enrollment process to clients qualifying for services

2) Pre employment training and services to mitigate barriers to employment
Obj: assist clients with documents relating to identification
Obj: offer classes/workshops to assist with pre-employment skills

3. Wrap around services to those who participate in the program.
Obj: administer ViSpdat to each resident and enter into Clarity and HMIS system
Obj: Develop a plan of action for each participant and schedule regular meetings to ensure progress is made.

4. Partnership and collaboration
Obj: work with partner agencies for volunteer training on social services programs.
Obj: collaborate with outside agencies to provide services for navigation clients.

Evaluation: During a one-year period of time, qualitative measures will be collected on the following services:

1. After each initial intake with a participant, they will be asked to complete a short questionnaire regarding their visit.
2. After each workshop/training session, a survey will be administered using a Likert scale.
3. Navigators will conduct phone interview with 10 randomly selected participants at 6 months into the project .

Please identify the project milestones using an Estimated Timeline for Project Implementation:

June 2024—Establish additional hrs. at Banning Navigation Center or locate an office space in Beaumont

July-2024—Targeted marketing to Beaumont residents; establish partnerships

December 2024—Evaluation in process

January-July 2025—All operations available to Beaumont residents

V. PROJECT BENEFIT

A. Indicate the number of people or households that will directly benefit from your proposal using CDBG

funds: Note: This is based on the expected number of clients to be served if the County funds your project for the requested amount

The number of people/individuals that will directly benefit from the Beaumont community is **250** during the period of the grant funding

Indicate the number of unduplicated clients that will be served (*An unduplicated client is counted only once, no matter how many direct services the client receives during a funding year*):

Since this grant focuses on serving the Beaumont community it is anticipated that all the clients will be unduplicated

Length of proposed CDBG-funded activities or service (weeks, months, year):

The proposed length of this CDGB funded service will be one year subject to funding.

Service will be provided to (check one or more):

- | | | | |
|-----------------------------------|---|--------------------------|--------------------------|
| <input type="checkbox"/> Men | <input type="checkbox"/> Seniors | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> Women | <input type="checkbox"/> Severely Disabled Adults | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | Children (Range of children's ages : _____) | <input type="checkbox"/> | Migrant Farm Workers |
| <input type="checkbox"/> Homeless | (Number of beds at facility : <u>8</u>) | <input type="checkbox"/> | Families |

B. What methods will be used for community involvement to assure that all who might benefit from the project are provided an opportunity to participate?_

The following methods will be used for community involvement:

Outreach to churches

Weekly announcements in Record Gazette

Social media announcements through Facebook, Twitter, and Instagram

Presentations made to service groups within the community

Flyers developed in both English and Spanish

Involvement with other organizations to disseminate info

Attendance at the Riverside Continuum of Care

Attend both Banning and Beaumont Chamber of Commerce meetings

Representative from Homeless community on FIA board

What evidence is there of a long-term commitment to the proposal? Describe how you plan to continue the work (project) after the CDBG funds are expended?

When the Faith in Action Navigation office opened in February, 2022, there was a grand opening ceremony with city and county officials at the event. FIA has also participated in several fundraisers to ensure adequate funds for the project. FIA has also received special grant awards from Cardenas Grocery outlet and from Molina health Champion Award. There has been the addition of 2 more board members to the FIA Board during 2023. In addition, a Strategic Plan is being developed with will outline the commitment to navigational services. FIA is also meeting with other organizations for partnership in grant applications.

FIA has recently contracted with Molina to become a community Support provider through Medicare and this income stream will assist in long term commitment. FIA is also in discussion with other potential agencies for sub-contracts.

FIA plans to continue the work of this project by the addition of board members from the Beaumont community who are committed to the mission of the organization. The organization has established relationships with other county and city organizations which offer funding and commitment to long term sustainability. FIA opened a market store that will sell gift items that are collectible and original. This venture has been challenging due to the economy and location of the store, which is why Faith in Action needs CDBG funds for additional sustainability

VI. National Objective

All CDBG-funded activities must meet at least one of the following National Objectives of the CDBG program. Indicate the category of National Objective to be met by your activity.

CATEGORY A: Benefit to low-moderate income persons (must be documented). Please choose either subcategory 1 or 2:

1. Limited Clientele:

The project serves clientele that will provide documentation of their family size, income, and ethnicity. Identify the procedure you currently have in place to document that at least 51% of the clientele you serve are low-moderate income persons.

2. Clientele presumed to be principally low- and moderate-income persons:

The following groups are presumed by HUD to meet this criterion. You will be required to submit a certification from the client (s) that they fall into one of the following presumed categories.

The activity will benefit (check one or more)

- | | | | |
|-------------------------------------|----------------------|--------------------------|-------------------------------------|
| <input type="checkbox"/> | Abused children | Homeless persons | <input checked="" type="checkbox"/> |
| <input type="checkbox"/> | Battered spouses | Illiterate adults | <input checked="" type="checkbox"/> |
| <input checked="" type="checkbox"/> | Elderly persons | Persons living with AIDS | <input type="checkbox"/> |
| <input type="checkbox"/> | Migrant Farm workers | | <input type="checkbox"/> |
| | | Severely disabled adults | |

a. Describe the clientele above to be served by this activity:

This project will serve moderate to low income adults, homeless individuals, and people who are at risk of homelessness. This includes people of all ages, ethnicity and abilities. FIA does not discriminate due to religion, gender, income, or sexual orientation.

b. Discuss how this project directly benefits low- and moderate- income residents:

Low and moderate income residents are often unaware of resources that are available to them to improve their situation or they do not have the skills to navigate a complex site on the computer. They often do not possess the necessary documents needed to apply for government programs or they do not have access to computers, or lack computer literacy which is required by most resources. FIA mitigates all these barriers by providing the time to discuss the situation or the need of each participant. FIA provides one on one assistance to connect people to the resources available and then schedules follow up appointments to ensure progress. The office offers access to computers with technical

assistance from navigators. All of the above directly benefits the low- and moderate-income community

N/A

CATEGORY B: Area Benefit - The project or facility serves, or is available to, ALL persons located within an area where at least 51% of the residents are low/moderate-income. (Applicant is welcome to contact a County of Riverside, HWS CDBG Program Manager for Census Information)

2010 Census Tract and Block Group numbers:

Total population in Census Tract(s) / block group(s): _____

Total percentage of low-moderate population in Census Tract(s) / block group(s): _____

N/A **CATEGORY C: Activities undertaken to create or retain permanent jobs, at least 51% of which will be made available to or held by low/moderate-income persons.**

Proposed Job Creation/Retention

Total Jobs Expected to Create:

Total Jobs Expected to Retain:

CATEGORY D: Activities that provide assistance to micro-enterprise owners/developers who are low/moderate-income.

N/A

Proposed Assistance to Businesses

New Businesses expected to assist:

Existing Businesses expected to assist:

Enter Total Businesses expected to assist:

VII. FINANCIAL INFORMATION

A. Proposed Project Budget

Complete the following annual program budget to begin July 1, 2024. If your proposed CDBG-funded activity will start on a date other than July 1, 2024, please indicate starting date. Provide total Budget information and distribution of CDBG funds in the proposed budget.

The budgeted items are for the specific activity for which you are requesting CDBG funding - NOT for the budget of the "entire" organization or agency. (Note: CDBG funds requested must match amount requested in Project Activity, C above.)

(EXAMPLE: The Valley Senior Center is requesting funding for a new Senior Nutritional Program. The total cost of the program is \$15,000 and \$10,000 in CDBG funds is being requested for operating expenses associated with the proposed activity. The total Activity/Project Budget will include \$5,000 of other non-CDBG funding and \$10,000 in CDBG funds for a Grand Total of \$15,000).

	TOTAL ACTIVITY/ PROJECT BUDGET	CDBG FUNDS
	<u>(Include non-CDBG Funds and CDBG Funds)</u>	<u>REQUESTED-Only</u>
I. Personnel		
A. Salaries & Wages	\$ 113,897.61	\$ 31,440
B. Fringe Benefits	\$ 0	\$
C. Consultants & Contract Services	\$ 9,110.47	\$ 2000
PERSONNEL SUB-TOTAL	\$ 123,007.47	\$ 33,440
II. Non-Personnel		
A. Space Costs	\$ 24,681.33	\$ 9600 (800x12 months)
B. Rental, Lease or Purchase of Equipment	\$ 3893.35	\$ 500
C. Consumable Supplies	\$ 4220.00	\$ 350

D.Travel/mileage	\$ 500.00	\$
E. Telephone	\$ 924	\$
F. Utilities	\$ 2563.49	\$ 2563.00
G.Other Costs insurance costs	\$ 5958.99	\$
NON-PERSONNEL SUB-TOTAL:	\$ 42,741.16	\$ 13,013

III. Other

A. Architectural/Engineering Design	\$	\$
B. Acquisition of Real Property	\$	\$
C. Construction/Rehabilitation	\$	\$
D. Indirect Costs	\$ 16,574.86	\$ 4,645.30
E. Other	\$	\$
OTHER SUB-TOTAL:	\$ 16,574.86	\$

GRAND TOTAL: \$ 182,323.49 \$ 51,098.30

B. Leveraging

List other funding sources and amounts (commitments or applications) which will assist in the implementation of this activity. Current and pending evidence of leveraging commitments/applications must be submitted with application. (Attach)

FIA will leverage these current funding sources:

Federal:	HARSC sub recipient grant from Reach Out HHAP Funding	175,000 15,000
State/Local:	City of Banning Opportunity Village funding	104,000
	District 5 CID Funding	10,000
	CDBG 22-23 funding (city and county combined)	24,850
Donations:		4094.35
Other:		20,000
Chateau Revenue:		10,000

C. What type of long-term financial commitment is there to the proposal? Describe how you plan to continue the work (project) after the CDBG funds are expended?

When the Faith in Action Navigation office opened in February, 2022, there was a grand opening ceremony with city and county officials at the event. FIA has also participated in several fundraisers to ensure adequate funds for the project. FIA has also received special grant awards from Cardenas Grocery outlet and from Molina health Champion Award. There has been the addition of 2 more board members to the FIA Board during 2023. In addition, a Strategic Plan is being developed with will outline the commitment to navigational services. FIA is also meeting with other organizations for partnership in grant applications.

FIA has recently contracted with Molina to become a community Support provider through Medicare and this income stream will assist in long term commitment. FIA is also in discussion with other potential agencies for sub-contracts.

FIA plans to continue the work of this project by the addition of board members from the Beaumont community who are committed to the mission of the organization. The organization has established relationships with other county and city organizations which offer funding and commitment to long term sustainability. FIA opened a market store that will sell gift items that are collectible and original. This venture has been challenging due to the economy and location of the store, which is why Faith in Action needs CDBG funds for additional sustainability

C Provide a summary by line item of your organization's previous year's income and expense statement. (Attach)

See attached

D. Does this project benefit residents of more than one community or jurisdiction, have requests been submitted to those other jurisdictions? Yes No if yes, identify sources and indicate outcome.

Requests have been submitted to Riverside County CDGB and to Banning CDBG for 23-24 cycle.

E. Was this project or activity previously funded with CDBG? Yes No

If yes, when? FIA received 23-24 CDBG funds from the city of Banning and from the county of Riverside in the total amount of \$ 24,850 Both grants were combined and are now managed under the County of Riverside

Is this activity a continuation of a previously funded (CDBG) project? Yes x No If yes explain:

23-24 CDBG funds will fund a small portion of FIA activities from July 2023-February 2024

VIII. MANAGEMENT CAPACITY

A. Describe your organization's experience in managing and operating project or activities funded with CDBG or other Federal funds.

FIA has been a subrecipient from Reach Out in a Health Resources and Service Administration

(HRSA) from the HUD department, *Initiative to Address Covid-19 Disparities* -a Riverside County grant. We were required to submit monthly invoices to Reach Out and maintain the guidelines from both of these organizations. The HRSA grant was completed in 2022 with satisfactory outcomes and the Covid grant is still in progress with all invoices and paperwork being turned in on time.

Recently, FIA was awarded a Homeless Housing, Assistance, and Prevention (HHAP) grant administered by the Riverside County Continuum of Care and is in process of facilitating this grant.

—

B. Management Systems

Does your organization have written and adopted management systems (i.e., policies and procedures) including personnel, procurement, property management, record keeping, financial management, etc.?

Faith in Action has written a draft policy and procedures manual and is in the process of obtaining board approval by December,2023. The manual contains sections on personnel, procurement, property management, record keeping, and financial management.

Capacity

Please provide the names and qualifications of the person(s) that will be primarily responsible for the implementation and completion of the proposed project.

Carol Allbaugh--- FIA president with over 40 years in project management and facilitation of Federal, state and local grants. Oversees Banning Navigation Center with 6 employees and 10 volunteers ; MA in Educational Administration

Lucy Martin—current director of all services at Banning Navigation Center; BA in Social Services.

IX. APPLICATION CERTIFICATION

Undersigned hereby certifies that (check box after reading each statement and digitally sign the document):

1. The information contained in the project application is complete and accurate. CA
2. The applicant agrees to comply with all Federal and County policies and requirements imposed upon the project or activity funded by the CDBG program. CA
3. The applicant acknowledges that the Federal assistance made available through the CDBG program funding will not be used to substantially reduce prior levels of local, (NON-CDBG) financial support for community development activities. CA
4. The applicant fully understands that any facility built or equipment purchased with CDBG funds shall be maintained and/or operated for the approved use throughout its economic life, pursuant to CDBG regulation. CA
5. If CDBG funds are approved, the applicant acknowledges that sufficient non-CDBG funds are available or will be available to complete the project as described within a reasonable timeframe. CA
6. On behalf of the applying organization, I have obtained authorization to submit this application for CDBG funding. (DOCUMENTATION ATTACHED Minute Action and/or written Board Approval signed by the Board President) CA

DATE: October 15, 2023

Signature: Carol Allbaugh

Print Name/Title
Authorized Representative: CAROL Allbaugh, President

**COUNTY OF RIVERSIDE
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

APPLICATION FOR CITY OF Beaumont

2024-2025 CDBG ALLOCATION

I. GENERAL INFORMATION

Applying Organization Name: Voices for Children

Type of Organization: Non-Profit Organization Faith Based Organization
 For-Profit Organization Institution of Higher Education

Organization Address: 11870 Pierce Street, Ste. 260

City: Riverside Zip Code: 92505

Mailing Address: P.O. Box 7219

City: Riverside Zip Code: 92513

Telephone Number: 951-472-9301 Fax Number: 858-569-7151

Executive Director: Jessica Muñoz

Telephone Number: 951-357-9100 E-mail: JessicaM@speakupnow.org

Program Manager: Sharon Morris

Telephone Number: 951-534-1043 E-mail: SharonM@speakupnow.org

Grant Writer: Christina Piranio

Address (if different from above): n/a

Telephone Number: 858-598-2216 E-mail: ChristinaP@speakupnow.org

II. ORGANIZATIONAL HISTORY (This is applicable only if you are a non-profit organization)

Date Organization founded: 1980

Date Organization incorporated as a non-profit organization (*Attach Articles of Incorporation and Bylaws*): 1982

Federal identification number: 95-3786047

DUNS Number: F3UKH7PKL3G5 (UEI Num )

Organization Web Address: www.speakupnow.org

Does your Organization expend \$750,000 or more a year in federal funds? Y or N

Number of paid staff: 13

Number of volunteers: 320

Members/Board of Directors (*Attach*): See attached.

III. PROJECT ACTIVITY

A. Name of Project: Riverside County Court Appointed Special Advocate Program

B. Specific Location of Project

(Attach Project Map - include street address; if a street address has not been assigned provide APN)

Street or APN: _____

City: Countywide, including City of Beaumont Zip Code: Countywide

C. CDBG Funds Requested: 10,000 *(total amount for the project only)*

D. Where will the proposed activity occur (be specific as to the geographic boundaries)? If the project involves a new or existing facility, what is the proposed service/benefit area for the facility?

Voices for Children (VFC) created the Riverside County CASA program to serve children in foster care throughout Riverside County. We operate three satellite offices in Riverside, Temecula, and Palm Desert, and our CASA volunteers and professional staff travel countywide to visit children, attend meetings, and advocate in Court.

E. In which City (ies)/Communities does the activity occur?

City (ies): **A grant from the City of Beaumont CDBG program will specifically serve children from the City of Beaumont.**

Community (ies): **A grant from the City of Beaumont CDBG program will specifically serve children from the City of Beaumont.**

NOTE: HWS will make the final determination of the appropriate service area of all proposals.

F. If this project benefits residents of more than one community or jurisdiction, have requests been submitted to those other entitlement jurisdictions? (i.e., County district(s) 1st, 2nd, 3rd, 4th, and/or 5th, City of Palm Springs, City of Moreno Valley, City of Riverside, etc.)

Yes, VFC plans to submit CDBG applications to the County of Riverside and the cities of Moreno Valley, Corona, Hemet, Riverside, Perris, San Jacinto, Banning, and Temecula. We are also submitting CID applications to each of the five County of Riverside Districts.

G. Check ONLY the applicable category your application represents.

- Public Service
- Homeless Activities
- Real Property Acquisition (Must consult with EDA prior to submitting application)
- Housing
- Rehabilitation/Preservation (please provide picture of structure)
- Public Facilities (construction)
- Infrastructure (i.e. Streets, Sewer, Sidewalk, etc.)
- Other: (provide description) _____

H. Respond to A & B only if this application is for a public service project.

(a) Is this a NEW service provided by your agency? Yes No

(b) If service is not new, will the existing public service activity level be substantially increased or improved?

A CDBG grant will support VFC's goal of expanding our Riverside County program to serve additional children in need of advocacy in City of Beaumont.

IV. PROJECT NARRATIVE

A. Provide a detailed Project Description. The description should only address or discuss the specific activities, services, or project that is to be assisted with CDBG funds. If CDBG funds will assist the entire program or activity, then provide a description of the entire program or activity:

The mission of Voices for Children is to transform the lives of abused, abandoned, or neglected children by providing them with trained volunteers, called Court Appointed Special Advocates (CASAs). CASAs provide children in foster care with comprehensive advocacy in Court and in the community. This year, approximately 5,000 children will spend time in the Riverside County foster care system. Each child has suffered traumatic experiences. Once in the foster care system, children face new stressors: being separated from their families, living with strangers, and frequently lacking consistent and caring adult figures in their lives. Overwhelmingly, the overburdened foster care system cannot meet the needs of the children it is supposed to protect. Its shortcomings, including daunting caseloads and turnover among child welfare professionals, result in additional childhood trauma that has lifelong impacts. CASAs advocate on behalf of children ages birth to 21, ensuring their needs are not overlooked. They commit to serving for a minimum of 18 months and spend 10-15 hours a month on their cases. CASAs provide children with a consistent and caring adult presence, and they also link children to educational, physical and mental health, housing, and other services in the community. Each CASA is supervised by a VFC Advocacy Supervisor who provides them with ongoing training, supervision, and support. VFC CASAs are currently providing services to 13 Beaumont children in foster care, and new children enter the foster care system every day. A grant of \$10,000 will enable VFC to provide CASAs to advocate on behalf of five previously unserved children from the City of Beaumont.

- B. Provide a detailed description of the proposed use of the CDBG funds only (e.g. client scholarships, purchase of specific equipment, rent, supplies, utilities, salaries, etc.):

A \$10,000 grant from the City of Beaumont will support the growth of the Riverside County CASA program by funding a portion of the salaries and benefits for two of VFC's staff Advocacy Supervisors. Advocacy Supervisors provide direct support and supervision to 40-45 CASA volunteers each. They accompany CASAs and their case children to court and child welfare meetings. They help CASAs to identify community services and resources that would benefit a child. They also staff an emergency cell phone line that CASAs can access 24 hours a day/365 days a year when they encounter case emergencies. VFC is also requesting support for indirect expenses at a 10% de minimis rate which will be used to fund administrative staff salaries.

- C. What are the goals and objectives of the project, service, or activity? How will you measure and evaluate the success of the project to meet these goals and objectives (measures should be qualitative)?

During fiscal year (FY) 2024-25, VFC will accomplish the following:

Objective 1: CASAs will provide 540 children in Riverside County foster care with CASAs, including five Beaumont children whose services will be funded by the Beaumont CDBG program.

Activities: CASAs will meet with children at least once a month and submit written reports to Juvenile Court judges detailing information about a child's education, physical and mental health, housing, and unmet needs.

Measurement: We will consider this objective to be accomplished if five children in foster care from Beaumont are provided with CASAs who submit semi-annual court reports on their behalf.

Objective 2: Recruit and train 100 new CASA volunteers.

Activities: We will hold volunteer information sessions and present to local community groups to spread awareness about the need for additional CASA volunteers. We will hold 10 sessions of Advocate University, our internal CASA training program.

Measurement: We will consider this objective to be accomplished if 100 new community members complete training and are matched to the case of a child or sibling group in foster care.

- D. Please identify the project milestones using an Estimated Timeline for Project Implementation:

VFC's program activities are ongoing throughout the fiscal year. In order to monitor our progress on grant objectives, we will use the following benchmarks:

Quarter 1: By the end of Q1, we will provide 135 children in foster care with CASAs, including two children from Beaumont. We will enroll 25 community members in Advocate University, and 25 CASAs will complete training and be matched with children.

Quarter 2: By the end of Q2, we will provide 270 children with CASAs, including one more child from Beaumont (for a running total of three children served). We will enroll 25 community members in Advocate University, and 25 CASAs will complete training and be matched (for a running total of 50 new CASAs).

Quarter 3: By the end of Q3, we will provide 405 children with CASAs, including one more child from Beaumont (for a total of four children served). We will enroll 25 community members in Advocate University, and 25 CASAs will complete training and be matched with a child (for total of 75 new CASAs).

Quarter 4: By the end of Q4, we will provide 540 children with a CASA, including one more child from Beaumont (for a total of five children served). We will enroll 25 community members in Advocate University, and 25 CASAs will complete training and be matched with a child (for a total of 100 new CASAs).

V. PROJECT BENEFIT

- A. Indicate the number of people or households that will directly benefit from your proposal using CDBG funds: *Note: This is based on the expected number of clients to be served if the County funds your project for the requested amount.*

During FY 2024-25, City of Beaumont CDBG funding will fund CASA services for five children. Additionally, CDBG funds will positively impact the broader community because children with CASAs are likely to exit foster care sooner than those without CASAs. They are also less likely to reenter foster care, require public assistance, or become incarcerated later in life.

- B. Indicate the number of unduplicated clients that will be served (*An unduplicated client is counted only once, no matter how many direct services the client receives during a funding year*):

VFC will provide CASA services to a total of 540 unduplicated clients in Riverside County during FY 24-25. We expect that we will provide CASAs to 15 children from Beaumont. Services for five of these clients will be directly funded through a grant from the City of Beaumont CDBG program.

- C. Length of proposed CDBG-funded activities or service (weeks, months, year):

The proposed CDBG-funded services will fund one year of CASA advocacy for each of the five grant-funded children. CASAs spend time with children on a monthly basis, at a minimum. On average, CASAs spend 10-15 hours a month visiting their case children, attending child welfare meetings and court hearings, and communicating with everyone in a child's support network, including biological parents, caregivers, educators, physical and mental healthcare providers, and child welfare professionals.

- D. Service will be provided to (check one or more):

- | | |
|--|---|
| <input type="checkbox"/> Men | <input type="checkbox"/> Seniors |
| <input type="checkbox"/> Women | <input type="checkbox"/> Severely Disabled Adults |
| <input checked="" type="checkbox"/> Children (Range of children's ages : <u>Birth-21</u>) | <input type="checkbox"/> Migrant Farm Workers |
| <input type="checkbox"/> Homeless (Number of beds at facility : <u> </u>) | <input type="checkbox"/> Families |

- E. What methods will be used for community involvement to assure that all who might benefit from the project are provided an opportunity to participate?

Children are referred to VFC's program by social workers, attorneys, and judges. Some older youth even refer themselves. VFC's program team meet regularly with Juvenile Court judges, attorneys, and the Department of Public Social Services (DPSS) to share information with them about the CASA program so they can continue to refer children in need of advocacy to our program.

- F. What evidence is there of a long-term commitment to the proposal? Describe how you plan to continue the work (project) after the CDBG funds are expended?

VFC's Riverside County CASA program has grown consistently each year since its inception in 2015. This year, VFC has secured approximately 55% of our annual budget prior to the start of the fiscal year on July 1st. Last year, VFC received increased funding from partnerships including the San Manuel Band of Mission Indians, the County of Riverside CDBG program, and the City of Perris CDBG program. We also established a new partnership with the Houston Family Foundation. VFC has served children in foster care from the City of Beaumont since our program's inception in 2015, and we are confident that we can continue to do so after CDBG funds are expended through our strategic fundraising plan.

VI. National Objective

All CDBG-funded activities must meet at least one of the following National Objectives of the CDBG program. Indicate the category of National Objective to be met by your activity.

CATEGORY A: Benefit to low-moderate income persons (must be documented). Please choose either subcategory 1 or 2:

1. Limited Clientele:

The project serves clientele that will provide documentation of their family size, income, and ethnicity. Identify the procedure you currently have in place to document that at least 51% of the clientele you serve are low-moderate income persons.

n/a

2. Clientele presumed to be principally low- and moderate-income persons:

The following groups are presumed by HUD to meet this criterion. You will be required to submit a certification from the client (s) that they fall into one of the following presumed categories.

The activity will benefit (check one or more)

- | | |
|---|---|
| <input checked="" type="checkbox"/> Abused children | <input type="checkbox"/> Homeless persons |
| <input type="checkbox"/> Battered spouses | <input type="checkbox"/> Illiterate adults |
| <input type="checkbox"/> Elderly persons | <input type="checkbox"/> Persons living with AIDS |
| <input type="checkbox"/> Severely disabled adults | <input type="checkbox"/> Migrant Farm workers |

a. Describe the clientele above to be served by this activity:

The Riverside County CASA program exclusively serves children who have experienced abuse and neglect and are now living in foster care. VFC receives documentation of each child's status as an abused and/or neglected child from the Juvenile Court.

b. Discuss how this project directly benefits low- and moderate- income residents:

All children served through the Riverside County CASA program are presumed to be low- and moderate-income (LMI) persons, according to the U.S. Department of Housing and Urban Development's definition, because they have experienced abuse. Our program directly benefits these children by increasing their access to supportive services through their CASAs.

CATEGORY B: Area Benefit - The project or facility serves, or is available to, ALL persons located within an area where at least 51% of the residents are low/moderate-income. (Applicant is welcome to contact a County of Riverside, HWS CDBG Program Manager for Census Information)

2010 Census Tract and Block Group numbers:

Total population in Census Tract(s) / block group(s): _____

Total percentage of low-moderate population in Census Tract(s) / block group(s): _____

CATEGORY C: Activities undertaken to create or retain permanent jobs, at least 51% of which will be made available to or held by low/moderate-income persons.

Proposed Job Creation/Retention

Total Jobs Expected to Create: _____

Total Jobs Expected to Retain: _____

CATEGORY D: Activities that provide assistance to micro-enterprise owners/developers who are low/moderate-income.

Proposed Assistance to Businesses

New Businesses expected to assist: _____

Existing Businesses expected to assist: _____

Enter Total Businesses expected to assist: _____

VII. FINANCIAL INFORMATION

A. Proposed Project Budget

Complete the following annual program budget to begin July 1, 2024. If your proposed CDBG-funded activity will start on a date other than July 1, 2024, please indicate starting date. Provide total Budget information and distribution of CDBG funds in the proposed budget.

The budgeted items are for the specific activity for which you are requesting CDBG funding - NOT for the budget of the "entire" organization or agency. (Note: CDBG funds requested must match amount requested in Project Activity, C above.)

(EXAMPLE: The Valley Senior Center is requesting funding for a new Senior Nutritional Program. The total cost of the program is \$15,000 and \$10,000 in CDBG funds is being requested for operating expenses associated with the proposed activity. The total Activity/Project Budget will include \$5,000 of other non-CDBG funding and \$10,000 in CDBG funds for a Grand Total of \$15,000).

	TOTAL ACTIVITY/ PROJECT BUDGET (Include non-CDBG Funds and CDBG Funds)	CDBG FUNDS REQUESTED-Only
I. Personnel		
A. Salaries & Wages	\$ 1135589 _____	\$ 8280 _____
B. Fringe Benefits	\$ 83345 _____	\$ 720 _____
C. Consultants & Contract Services	\$ _____	\$ _____
PERSONNEL SUB-TOTAL	\$ 1218934 _____	\$ 9000 _____

II. Non-Personnel		
A. Space Costs	\$ 101388	\$ _____
B. Rental, Lease or Purchase of Equipment	\$ _____	\$ _____
C. Consumable Supplies	\$ 13385	\$ _____
D. Travel	\$ _____	\$ _____
E. Telephone	\$ 9600	\$ _____
F. Utilities	\$ _____	\$ _____
G. Other Costs	\$ 47065	\$ _____
NON-PERSONNEL SUB-TOTAL:	\$ 171438	\$ _____
III. Other		
A. Architectural/Engineering Design	\$ _____	\$ _____
B. Acquisition of Real Property	\$ _____	\$ _____
C. Construction/Rehabilitation	\$ _____	\$ _____
D. Indirect Costs	\$ 154485	\$ 1000
E. Other	\$ _____	\$ _____
OTHER SUB-TOTAL:	\$ 154485	\$ 1000
GRAND TOTAL:	\$ 1544857	\$ 10000

B. Leveraging

List other funding sources and amounts (commitments or applications) which will assist in the implementation of this activity. Current and pending evidence of leveraging commitments/applications must be submitted with application. **(Attach)**

Federal: VFC operates on an accrual accounting system. As a result, all funds received on or after 7/1/2024 will go toward the Riverside County CASA program FY 24-25 project budget. VFC plans to raise approximately \$193,000 in federal grants. This will come in the form of pass-through grants through various CDBG programs.

State/Local: VFC plans to raise approximately \$665,000 in state and local grants through the California CASA Association, the Riverside County Transportation Commission, the County Board of Supervisors, the Desert Healthcare Foundation, the California Office of Emergency Services (Cal OES) and other local grant programs. VFC has already one Cal OES grant of which \$32,187.50 will be spent during FY 24-25.

Private: VFC plans to raise approximately \$586,000 in private contributions, including foundations, corporate support, and individual donors.

Fees: VFC charges no fees for our services.

Donations:

Other:

- C. What type of long-term financial commitment is there to the proposal? Describe how you plan to continue the work (project) after the CDBG funds are expended?

VFC has successfully served Riverside County since 2015 and San Diego County since 1980. We are confident that we will deliver on our mission of transforming the lives of Riverside County children in foster care for years to come. We receive consistent and generous support from our foundation, corporate, and individual partners. We are also strengthened by our 43 years of organizational experience; strong partnerships with the Riverside County court system, DPSS, and other local community organizations; and dedicated staff and volunteers.

- D. Provide a summary by line item of your organization's previous year's income and expense statement. (Attach)

Please see attached.

- E. Does this project benefit residents of more than one community or jurisdiction, have requests been submitted to those other jurisdictions? Yes No

If yes, identify sources and indicate outcome.

For FY 24-25, VFC plans to submit applications to the County of Riverside CDBG program and the CDBG programs at the cities of Moreno Valley, Corona, Perris, Hemet, Riverside, Temecula, San Jacinto, Murrieta, and Banning. We also plan to apply to the CID funds at the County of Riverside Districts 1-5.

If no, please explain.

- F. Was this project or activity previously funded with CDBG? Yes No

If yes, when?

Is this activity a continuation of a previously funded (CDBG) project? Yes No

If yes, explain:

VIII. MANAGEMENT CAPACITY

- A. Describe your organization's experience in managing and operating project or activities funded with CDBG or other Federal funds.

VFC has extensive experience managing and operating CDBG projects and other projects funded with federal pass-through dollars. VFC is currently implementing an \$80,000 County of Riverside CDBG grant, CDBG grants from eight cities, and grants through the California Office of Emergency Services (U.S. DOJ). VFC has successfully implemented more than 32 CDBG grants and multiple local, state, and federal grants over the past seven years. Since we receive more than \$750,000 in government funding annually for both San Diego and Riverside, VFC completes a single audit each year.

B. Management Systems

Does your organization have written and adopted management systems (i.e., policies and procedures) including personnel, procurement, property management, record keeping, financial management, etc.?

VFC is subject to an annual financial statement audit by an independent CPA firm. During the audit process, they review our policies concerning personnel, procurement, property management, record keeping, financial management, and volunteer services and training. Our Board of Directors (27 members) has governance responsibilities to ensure that all policies and procedures are adhered to.

C. Capacity

Please provide the names and qualifications of the person(s) that will be primarily responsible for the implementation and completion of the proposed project.

VFC's Riverside County Managing Director of Programs, Sharon Morris, will be responsible for the implementation and completion of the proposed project. Sharon began employment at VFC in 2015. She currently directs the CASA program for all of Riverside County, including CASA recruitment, training, and advocacy support. Sharon was previously the Director of Programs for the Riverside County CASA program and oversaw its year-over-year programmatic growth for the past eight years. She has also managed each of our previous CDBG projects. An outstanding leader and wonderful ambassador for VFC, Sharon is well respected by our judges and colleagues in child welfare. Sharon first joined VFC as a CASA volunteer in 2010 while working at Sony Online Entertainment, LLC as Director of Customer Service. Sharon earned her Applied Associates of Paralegal Studies from Kaplan University and her Bachelors of Arts in history from Brunel University in London.

IX. APPLICATION CERTIFICATION

Undersigned hereby certifies that (check box after reading each statement and digitally sign the document):

1. The information contained in the project application is complete and accurate. ✓
2. The applicant agrees to comply with all Federal and County policies and requirements imposed upon the project or activity funded by the CDBG program. ✓
3. The applicant acknowledges that the Federal assistance made available through the CDBG program funding will not be used to substantially reduce prior levels of local, (NON-CDBG) financial support for community development activities. ✓
4. The applicant fully understands that any facility built or equipment purchased with CDBG funds shall be maintained and/or operated for the approved use throughout its economic life, pursuant to CDBG regulation. ✓
5. If CDBG funds are approved, the applicant acknowledges that sufficient non-CDBG funds are available or will be available to complete the project as described within a reasonable timeframe. ✓
6. On behalf of the applying organization, I have obtained authorization to submit this application for CDBG funding. **(DOCUMENTATION ATTACHED Minute Action and/or written Board Approval signed by the Board President)** ✓

DATE: 10/31/23

Signature: 

Print Name/Title **Jessica Muñoz**
Authorized Representative: _____



**Board of Directors
FY 2023-2024**

Annette Bradbury, *Chair*
Community Volunteer

Kristi E. Pfister, Esq., *Vice Chair*
Attorney and Community Board Member

Andrea Payne Moser, *Treasurer*
Community Volunteer

George Lai, *Secretary*
President, Lily Lai Foundation

AnneElise Goetz, Esq., *Past Chair*
Partner, Higgs Fletcher & Mack LLC

Mary Benirschke
Speech and Language Pathologist, The Rock Academy

Andy Christopher
F-35 Instructor Pilot, Lockheed Martin

Patty Cohen
Residential Realtor, La Jolla Residential

Sergio del Prado
Sr. Vice President Corporate Sponsorships, San Diego Padres

Amy Eybsen
CPA, GHJ Advisors

P. Randolph Finch, Jr., Esq.
Managing Partner, Finch Thornton & Baird LLP

Justin Gover
Sr. Biotech Executive & Former CEO, GW Pharmaceuticals plc

Sarah Houghton
Senior Marketing Manager, Sony Electronics

The Hon. Susan D. Huguenor (Ret.)
Mediator, ADR Services

Mia Kelly, Esq.
Senior Counsel, Tyson & Mendes

Jennifer Kropko
Community Volunteer

Jenny Li-Hochberg
Former Attorney, Community Volunteer

Magda Marquet
Co-Founder and Co-CEO, ALMA Life Sciences

Jenny McKenna
Director of Culture and Philanthropy, MG Properties Group

Katherine Nicoletti
Chief of Staff to the Chief Financial Officer, Intel Corporation

Hollis R. Peterson, Esq.
Vice President – Senior Labor and Employment Counsel, Providence Health

Penny E. Robbins
Managing Partner, Halcyon Seas Charters

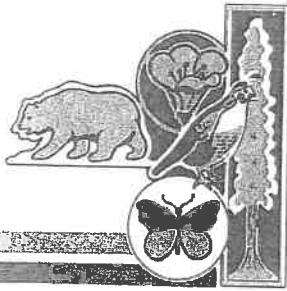
Monique Rodriguez
Vice President, Government Affairs, Qualcomm

Laura Roos
Partner, Moss Adams LLP

Lauree Sahba
Chief Operating Officer, San Diego Regional Economic Development Corporation

Edward Patrick (“Pat”) Swan, Jr.
Of Counsel, Jones Day

Mark Wernig
Co-CEO, Principal, & Lead Advisor, Dowling & Yahnke Wealth Advisors



State of California

OFFICE OF THE SECRETARY OF STATE

I, *MARCH FONG EU*, Secretary of State of the State of California, hereby certify:

That the annexed transcript has been compared with the record on file in this office, of which it purports to be a copy, and that same is full, true and correct.

IN WITNESS WHEREOF, I execute
this certificate and affix the Great
Seal of the State of California this

DEC 06 1985



March Fong Eu

Secretary of State


CERTIFICATE OF AMENDMENT
OF
ARTICLES OF INCORPORATION
(Children in Placement Project, Inc.)


RECORDED
&
INDEXED
in the office of the Secretary of State
of the State of California
10722 1985
MARCH 10 1985, Secretary of State
By JAMES E. HARRIS
Deputy

BETSY ADAMS and PEGGY JOHNSON certify that:

1. They are the president and the secretary, respectively, of CHILDREN IN PLACEMENT PROJECT, INC., a California Corporation.
2. Article I of the articles of incorporation of this corporation is amended to read as follows:


THE NAME OF THIS CORPORATION IS VOICES FOR CHILDREN.
3. The foregoing amendment of articles of incorporation has been duly approved by the board of directors.
4. The corporation has no members.


BETSY ADAMS, President

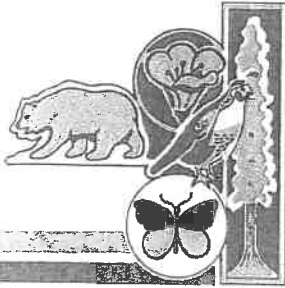

PEGGY JOHNSON, Secretary

The undersigned declare under penalty of perjury that the matters set forth in the foregoing certificate are true of their own knowledge.

Executed at San Diego, California on October 17, 1985.


BETSY ADAMS


PEGGY JOHNSON



State
of
California

OFFICE OF THE SECRETARY OF STATE

I, *MARCH FONG EU*, Secretary of State of the State of California, hereby certify:

That the annexed transcript has been compared with the record on file in this office, of which it purports to be a copy, and that same is full, true and correct.

IN WITNESS WHEREOF, I execute
this certificate and affix the Great
Seal of the State of California this

AUG 17 1982



March Fong Eu

Secretary of State

1175528

ARTICLES OF INCORPORATION
OF
CHILDREN IN PLACEMENT PROJECT, INC.

RECORDED
FILED
In the Office of the Secretary of State
State of California
MARCH 16 1972
MARGARET M. CO, Secretary of State
Margaret L. Montgomery
Deputy

I.

The name of this Corporation is CHILDREN IN PLACEMENT PROJECT, INC.

II.

A. This Corporation is a non-profit public benefit corporation and is not organized for the private gain of any person. It is organized under the Non-Profit Public Benefit Corporation Law for Charitable Purposes.

B. The specific purpose of this Corporation is to advocate for the right of every child to a permanent home.

III.

The name and address in the State of California for this Corporation's initial agent for service of process is: KATHRYN F. ASHWORTH, Children in Placement Project, Inc., 2851 Meadow Lark Drive, San Diego, California 92123.

IV.

A. The property of this Corporation is irrevocably dedicated to charitable purposes, and no part of a net income or assets of this organization shall ever inure to the benefit of any director, officer, or member of this Corporation, or to the benefit of any private person.

B. Upon the winding up or dissolution of this Corporation, and after paying or adequately providing for the debts and liabilities of the Corporation, the remaining assets shall be distributed to a non-profit fund, foundation, or corporation which is organized and operated exclusively for charitable purposes and which has established its tax exempt status under Section 501(c)(3) of the Internal Revenue Code.

V.

A. This Corporation is organized and operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code. Notwithstanding any other provisions of these Articles, the Corporation shall not carry on any other activities not permitted to be carried on (1) by a corporation exempt from Federal Income Tax under Section 501(c)(3) of the Internal Revenue Code or (2) by a corporation,

contributions to which are deductible under Section 170(c)(3) of the Internal Revenue Code.

B. No substantial part of the activities of this Corporation shall consist of carrying on propaganda or otherwise attempting to influence legislation, nor shall this Corporation participate in, or intervene in (including the publishing or distribution of statements), any political campaign on behalf of any candidate for public office.

DATED: August 12, 1982

Kathryn F. Ashworth
KATHRYN F. ASHWORTH, Incorporator

I hereby declare that I am the person who executed the above Articles of Incorporation, which execution is my act and deed.

Kathryn F. Ashworth
KATHRYN F. ASHWORTH

By-Laws of Voices for Children, Inc.



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ARTICLE I: NAME

The name of this Corporation shall be VOICES FOR CHILDREN, INC.

ARTICLE II: OFFICES

Section 1. Principal Office

A principal office for the transaction of the business of the Corporation is located at 2851 Meadow Lark Drive, San Diego, San Diego County, California, 92123. The Board of Directors may change the principal office from one location to another. The Secretary shall note any change of this location on the By-Laws opposite this section, or this Section may be amended to state the new location.

Section 2. Other Offices

The Board of Directors may establish, at any time, branch or subordinate offices any place or places where the Corporation is qualified to do business.

ARTICLE III: PURPOSE

The purpose of this Corporation shall be to:

- a) Recruit, train, supervise and support Court Appointed Special Advocate (CASA) volunteers, and others as appropriate, who will advocate for the best interests of abused and neglected children in foster care by providing vital information and making recommendations to Juvenile Court judges;
- b) Review and monitor the case files of every child in foster care;
- c) Increase awareness and educate the general public and those persons, offices, and institutions concerned with service delivery to abused and neglected children regarding their needs while in the foster care system;
- d) Facilitate improvement of communications among and service delivery by those persons, agencies, and institutions concerned with children in the foster care system.
- e) Advocate for legal policies and practices that enhance the quality of life for foster children.

ARTICLE IV: NON-PARTISAN ACTIVITIES

This Corporation has been formed under the California Non-Profit Public Benefit Corporation Law for the public purposes described above, and it shall be non-profit and non-partisan. The activities of the Corporation shall comply with all laws and regulations with respect to influencing legislation.

ARTICLE V: MEMBERSHIP

This Corporation shall have no members. Any action, which would otherwise require approval by a majority of all members or approval by the members, shall require only approval by the Board of Directors. All rights which would otherwise vest in the members shall vest in the Board of Directors.

ARTICLE VI: BOARD OF DIRECTORS

Section 1. Number of Board Members

The authorized number of Board Members shall be no fewer than five (5) and no more than thirty (30). Board Members need not be residents of the State of California.

Section 2. Powers

Subject to the provisions of the California Non-Profit Corporation Law and any limitations in the Articles of Incorporation and these By-Laws relating to action required to be approved by the Board of Directors, the business and affairs of the Corporation shall be managed, and all corporate powers shall be exercised, by or under the direction of the Board of Directors.

Without limiting the foregoing general powers, the Board of Directors shall have the following powers:

- a) To select and remove the President & CEO of the Corporation; prescribe any powers and duties for him/her that are consistent with law, with the Articles of Incorporation, and with these By-Laws; and fix his/her compensation, and require from them security for faithful service.
- b) To conduct, manage, and control the affairs and business of the Corporation and to make such rules and regulations as deemed necessary.
- c) To change the principal executive office of the principal business office in the State of California from one location to another; cause the Corporation to be qualified to do business in any other state, territory, dependency, or country and conduct business within or outside the State of California; and designate any place within or outside the State of California for the holding of any meeting.
- d) To borrow money and incur indebtedness for the purposes of the Corporation and cause to be executed and delivered for the Corporation's purposes, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations, or other evidences of debt and securities.
- e) To remove members from the Board of Directors as prescribed in this Article VI.
- f) To expand the service delivery area of the Corporation by a two-thirds (67%) vote of the Board of Directors.

Section 3. Election and Term of Office

Board Members are elected for a three-year (3-year) term, and may serve for two consecutive three-year terms. After a one-year hiatus or sabbatical, Board Members are eligible for re-nomination to serve again for two consecutive three-year terms. The existing Board Members elect new Board Members.

At the recommendation of the Governance Committee, the Board may elect to extend the term of Board Members beyond term limits, if circumstances warrant. Notwithstanding term limits, the Immediate Past Chair may be elected for one year.

Each Board Member, including a Board Member elected to fill a vacancy or elected at a special Board of Directors meeting, shall hold office until expiration of the term for which he or she has been elected.

Any Board Member requiring a leave of absence shall make the request to the Chair of the Board of Directors who has the authority to grant such leave for up to six months.

The Governance Committee shall present a proposed slate of Board Members to the Board fourteen (14) days before the vote is called. As soon as reasonably possible, the Board will take action on the slate. Notification is deemed as prescribed in Section 7 of this Article.

Section 4. Vacancies

Any vacancy or vacancies on the Board of Directors shall result from the following: death, resignation, expiration of term of office, or removal of any Board Member, the declaration by resolution of the Board of Directors of a vacancy of the office of a Board Member who has been declared of unsound mind by an order of the court or convicted of a felony or has been found by final order of judgment of the court to have breached a duty under Sections 5230 and following of the California Non-Profit Corporation Law.

Any Board Member may resign, which resignation shall be effective on giving written notice to the Chair, the Secretary, or the Board of Directors, unless the notice specifies a later time for the resignation to become effective. If the resignation of a Board Member is effective at a future time, the Board of Directors may elect a successor to take office as of the date when resignation becomes effective. No Board Member may resign when the Corporation would then be left without a duly elected Board Member or Board Members in charge of its affairs.

No reduction of the authorized number of Board Member shall have the effect of removing any Board Member before that Board Member's term of office expires.

Section 5. Board Members May Not be an Interested Person

No one serving on the Board of Directors at any time may be an Interested Person. An Interested Person is (1) any person currently serving as a Court Appointed Special Advocate for the Corporation; (2) any person being compensated by the Corporation for services rendered to it within the previous 12 months, whether as a full-time or part-time employee, independent contractor, or otherwise, excluding any reasonable compensation paid to a Board Member as a Board Member; and (3) any brother, sister, ancestor, descendent, spouse, brother-in-law, mother-in-law, or father-in-law of any such person being compensated for services rendered. However, any violation of the provisions of this paragraph shall not affect the validity of enforceability of any transaction entered into by the Corporation.

Section 6. Removal of Board Members

The Board may at any time by formal resolution declare vacant the office of any Board Member who has been absent from three (3) regular meetings of the Board during a fiscal year. The Secretary of the Corporation shall keep a current record of each Board Member's attendance at Board meetings and advise the Governance and Executive Committees of the name(s) of any Board Members who have three such absences, and to inquire into the reasons for such Board Member's inactivity and recommend to the Board that the office of such Board Member be declared vacant, if, in its opinion, such action will be in the best interest of the Corporation.

The Board may remove any Board Member with or without cause. Such action may be taken by the Board in accordance with Section 5222 of the Nonprofit Public Benefit Corporation Law, if such removal is approved by a majority of all Board Members.

Nothing in this Section 6 is intended to constitute a waiver of the Board's right, under the Nonprofit Public Benefit Corporation Law, to remove or declare vacant the seat of a Board Member for any other cause or for no cause.

Section 7. Board of Directors' Meetings

- a) Place of Meetings. Meetings of the Board shall be held at any place that has been designated by resolution of the Board, or in the notice of the meeting, or if not so designated, at the principal office of the Corporation.
- b) Meetings by Telephone or in a Virtual Format. Any meeting may be held in whole or in part by conference telephone, virtually, or using similar communication equipment, as long as all Board Members participating in the meeting can hear one another. All such Board Members shall be deemed to be present in person at such a meeting.
- c) Annual Meeting. The Board shall hold a regular meeting for the purpose of organization, choosing Officers, and the transaction of other business. Notice of this meeting is required.
- d) Other Regular Meetings. Other regular meetings of the Board shall be held at such time and place as the Board may fix from time to time with notice.
 - 1) Notice of the time and place of the meetings shall be given to each Board Member by one of the following methods: (1) by personal delivery or written notice; (2) by first-class mail, postage paid; (3) by telephone communication either directly to the Board Member or to, a person at the Board Member's office who would reasonably be expected to communicate such notice promptly to the Board Member; (4) by facsimile; or (5) by E-mail. All such notices shall be given or sent to the Board Member's address or telephone number as shown on the records of the Corporation.
 - 2) Notices sent by first class mail shall be deposited into a United States mailbox at least four (4) business days before the time set for the meeting. Notices given by personal delivery, telephone, facsimile, or E-mail shall be delivered, telephoned, or sent at least 48 hours before the time set for the meeting.
 - 3) The notice shall state the time and place for the meeting. However, it need not specify the purpose of the meeting.

- e) **Special Meetings.** Special meetings of the Board of Directors for any purpose may be called at any time by the Chair, Vice-Chair, Secretary, or any two Board Members. Notice of the special meeting must be in accordance with the notice required for regular meetings.
- f) The transactions of any meeting of the Board of Directors, however called and noticed and whenever held, shall be as valid as though a meeting had been held after regular call and notice, if a quorum is present and if either before or after the meeting each of the Board Members not present signs a written waiver of notice or a consent to hold such meeting an approval of the minutes. All such waivers, consents, or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 8. Quorum

A majority of the number of Board Members authorized in Article VI, Section 1 of this Article and holding office, but not less than three (3) Board Members, shall constitute a quorum for the transaction of business, except to adjourn. Every action taken or decision made by a majority of the Board Members present at a duly held meeting at which a quorum is present shall be the act of the Board of Directors, subject to the more stringent provisions of the California Nonprofit Public Benefit Corporation Law, including, without limitation, those provisions relating to:

- a) Approval of contracts or transactions in which a Board Member has a direct or indirect material financial interest;
- b) Approval of certain transactions between Corporations having common board memberships;
- c) Creation or appointments to committees of the Board of Directors; and
- d) Indemnification of Board Members.

A meeting at which a quorum is initially present may continue to transact business, despite the withdrawal of Board Members, if any action taken or decision made is approved by at least a majority of the required quorum for that meeting.

Section 9. Adjournment

A majority of the Board Members present, whether or not constituting a quorum, may adjourn any meeting to another time and place.

Notice of the time and place of holding an adjourned meeting will be given.

Section 10. Standard of Conduct

Pursuant to Section 5231 of the California Non-Profit Corporation Law, a Board Member shall perform the duties of a Board Member, including duties as a member of any committee of the Board upon which the Board Member may serve in good faith, in a manner which the Board Member believes to be in the best interests of the Corporation and with such care, including reasonable inquiry as an ordinarily prudent person in a like position would use under similar circumstances. In performing the duties of a Board Member, a Board Member shall be entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, in each case prepared or presented by:

- a. One or more Officers of the Corporation whom the Board Member believes to be reliable and competent in the matters presented;
- b. Counsel, independent accountants, or other persons as to matters which the Board Member believes to be within such person's professional or expert competence; or
- c. A committee of the Board upon which the Board Member does not serve, as to matters within its designated authority, which committee the Board Member believes to merit confidence and provided that, in any such case, the Board Member acts in good faith, after reasonable inquiry when the need therefore is indicated by the circumstances and without knowledge that would cause such reliance to be unwarranted.

Section 11. Compensation and Reimbursement

Board and committee members may not receive compensation for their services as Board Members or committee members, but may be reimbursed for such expenses as the Board may determine by resolution to be just and reasonable as to the Corporation.

Section 12. Waiver of Notice

Notice of a meeting need not be given to any Board Member who, either before or after the meeting, signs a waiver of notice, a written consent to the holding of the meeting, or an approval of the minutes of the meeting. The waiver of notice or consent need not specify the purpose of the meeting. All such waivers, consents, and approvals shall be filed with the corporate records or made a part of the minutes of the meetings. Notice of a meeting need not be given to any Board Member who attends the meeting and does not protest, before or at the commencement of the meeting, the lack of notice to him or her.

Section 13. Action without a Meeting

Any action that the Board is required or permitted to take may be taken without a meeting if all members of the Board consent in writing to the action; provided, however, that the consent of any Board Member who has a material financial interest in a transaction to which the Corporation is a party and who is an "interested director," as defined in §5233 of the California Corporation Code, shall not be required for approval of that transaction. Such action by written consent shall have the same force and effect as any other validly approved action of the Board. All such consents shall be filed with the minutes of the proceedings of the Board.

Section 14. Board Members' Responsibilities

- 1) Each Board Member is responsible for performing his or her duties, in good faith, in a manner such Board Member believes to be in the best interests of the Corporation and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.
- 2) Each Board Member is expected to be familiar with generally accepted guidelines for such a position, which include:
 - a) Regularly attending Board and committee meetings;
 - b) Reading and understanding the minutes of Board meetings and the materials sent to the Board before each meeting;

- c) Understanding the Corporation's mission, objectives and programs and serving as an Ambassador of the Corporation in the Community;
- d) Understanding the Corporation's budget, budgeting process and financial situation;
- e) Recognition of the ethical and legal responsibility to preserve the confidentiality of corporate affairs;
- f) Providing timely advice and leadership at Board and committee meetings on which they serve;
- g) Making a financial commitment to the Corporation through personal donations at an appropriate level as determined by the Board, and soliciting financial support for the Corporation from others; and
- h) Attending and supporting the Corporation's functions and fundraising events.

ARTICLE VII: OFFICERS

Section 1. Officers

The Officers of this Corporation shall be a Chair, President & CEO, Vice-Chair, Immediate Past Chair, Secretary, and Treasurer, and such other Officers as the Board of Directors may appoint. When the duties do not conflict, one person other than the Chair may hold more than one of these offices.

Section 2. Election and Term of Office

The Officers of the Corporation shall be elected annually by the Board of Directors. Vacancies or new offices created may be filled for the unexpired portion of the term and they may be filled at any meeting of the Board of Directors.

Each Officer shall hold office for a term not shorter than one year unless the Officer shall resign, be removed, or become ineligible to continue to serve in such capacity.

Any Officer may resign at any time by giving written notice to the Corporation. Any resignation shall take effect at the date of the receipt of that notice or at any later time specified in the notice.

Section 3. Chair of the Board

Subject to the control of the Board of Directors, the Chair of the Board ("Chair") shall have general supervision, direction, and control of the business and affairs of the Corporation. The Chair shall preside at all meetings of the Board of Directors, and shall have such other powers and duties as may be prescribed from time to time by the Board of Directors.

The Chair must be a member of the Board of Directors and shall serve a term of office not shorter than one year and may be elected to an additional second and/or third term, after which he/she shall remain a Board Member for an additional one-year term of office as Immediate Past Chair. At the end of the Chair's prescribed term, the Vice-Chair may succeed to the office of Chair. If the office of Chair should become vacant because of resignation, removal disqualification, or any other cause, the Vice-Chair then in office shall succeed to the office of Chair.

Section 4. President & CEO

The President & CEO of the Corporation shall be appointed by the Board of Directors who shall review and approve the salary designated by the Executive Committee of the Board for this position. He or she shall be directly responsible to the Board of Directors, and shall have the executive and administrative responsibility for overseeing and for carrying out the programs and all activities of the Corporation as directed by, and in accordance with policies formulated and adopted by the Board. The President & CEO has the right to attend and participate at all meetings of the Board of Directors, except when the Board enters executive session, but shall have no voting powers.

Section 5. Vice-Chair

In the absence or disability of the Chair, the Vice-Chair shall perform all the duties of the Chair, and in so acting shall have all the powers and perform such other duties as may be prescribed from time to time by the Board of Directors. The Vice-Chair shall serve a term of office not shorter than one year, and maybe elected to additional terms after which he/she may succeed to the office of Chair and thereafter to a term as Immediate Past Chair. The Vice-Chair must be a member of the Board of Directors.

Section 6. Secretary

The Secretary shall keep a full and complete record of the proceedings of the Board of Directors and the Executive Committee, shall assure that the minutes of all meetings of other committees are prepared and filed with the records of the Corporation, and shall discharge such other duties as pertain to the office or as prescribed by the Board of Directors or as prescribed by law, by the Articles of Incorporation, or by these By-Laws. The Secretary must be a member of the Board of Directors.

Section 7. Treasurer

The Treasurer shall oversee the custody of, and be responsible for all funds and securities of the Corporation including deposits in the name of the Corporation in banks, trust companies, or other depositories. The Treasurer shall oversee the disbursement of the funds of the Corporation as may be directed by the Board of Directors; and oversee the maintenance of adequate and correct accounts of the Corporation's business transactions, including an account of assets, liabilities, receipts, disbursements, gains, and losses. The Treasurer shall make regular reports to the Board of Directors and serve as the Chair of the Finance Committee.

Upon request, the Treasurer shall provide the books of account and financial records to any Board Member of the Corporation and to prepare, or cause to be prepared and certify, or cause to be certified, the financial statements to be included in any reports. Additionally, the Treasurer shall, in general, perform all duties incident to the office of Treasurer and such other duties as may be required by law, by the Articles of Incorporation, or by these By-Laws, or which may be assigned to him or her from time to time by the Board of Directors.

The Treasurer shall work with the President & CEO and the Chief Financial Officer in the development of fiscal policies and practices to assure a true and accurate account of all receipts and expenditures and proper internal controls. All fiscal policies shall be approved by the Board of Directors.

The Treasurer is responsible for the filing all required government documents.

Section 8. Immediate Past Chair

The Immediate Past Chair shall have such other duties as may be prescribed by the Board of Directors or the By-Laws. In the event both the Chair and Vice-Chair are absent, the Immediate Past Chair shall act and perform all of the duties of the Chair and, when so acting, shall have all the powers of and be subject to all the restrictions upon the Chair as provided in Section 3 of this Article VII.

Section 9. Surety Bonds

The President & CEO and all other employees who handle money shall each serve under a corporate liability bond in the amount or amounts from time to time determined by the Board and the Corporation shall pay for such Surety Bonds.

ARTICLE VIII: COMMITTEES

Section 1. Committees

The Board of Directors may, by resolution adopted by a majority of the Board Members then in office, designate one or more committees, each consisting of two or more Board Members, to serve at the pleasure of the Board. Committees may also include non-Board Members. The Chair of the Board, in consultation with the President & CEO, will recommend appointments to the committees for approval by the Board of Directors. The standing committees of this Corporation are Executive, Governance, Finance, Philanthropy, Marketing, and Audit.

The Executive Committee shall have all the authority of the Board. Any other committee shall have the authority of the Board, to the extent provided in the resolution of the Board. However, neither the Executive Committee nor any other committee, regardless of Board resolution, may:

- a) take any final action on matters which, under the Non-Profit Corporation Law of California, also requires members' approval or approval of a majority of all the members;
- b) fill vacancies on the Board of Directors or in any committee which has the authority of the Board;
- c) fix compensation of the Board Members for serving on the Board of any committee;
- d) amend or repeal By-Laws or adopt new By-Laws;
- e) amend or repeal any resolution of the Board of Directors which by its express terms is not so amendable or repealable;
- f) appoint any other committees of the Board of Directors or the members of these committees; or
- g) approve any transaction (1) to which the Corporation is a party and one or more Board Members have a material financial interest; or (2) between the Corporation and one or more of its Board Members or between the Corporation or any person in which one or more of its Board Members have a material financial interest.

Section 2. Executive Committee

There shall be an Executive Committee of the Board consisting of the Officers, and, at the discretion of the Executive Committee, one or more standing committee chairpersons or one or more Board Members-at-large. The President & CEO shall attend the Executive Committee meetings except closed sessions but shall not vote. The Executive Committee shall have and may exercise all the powers of the Board between meetings of the Board, except those prohibited in Section 1 above.

The purpose of the Executive Committee is to partner with the Board Chair in ensuring that the Board carries out its fiduciary duties in the areas of governance, financial stewardship, and fund development, as well as provides leadership in the areas of philanthropy, donor cultivation, and fundraising. The Executive Committee reports to the Board Chair.

The scope of work of the Executive Committee may consist of the following:

- a. Reviews all proposed actions from committees prior to scheduling a Board vote on such items, including but not limited to, the annual operating budget, proposed By-Law changes, or public policy advocacy recommendations.
- b. Works with the Board Chair on matters involving the strategic direction of the Corporation.
- c. Reviews the compensation of the President & CEO, and provides input to the President & CEO on compensation for senior staff members (Chief Financial Officer, Chief Program Officer, Chief Philanthropy Officer, and Executive Director of Riverside County Program).
- d. Annually evaluates the President & CEO. The Board Chair is responsible for collating and presenting the review to the President & CEO.
- e. Helps set the agenda for Board meetings.
- f. Makes decisions on behalf of the Board if a situation arises where it is not practical or possible to assemble the entire Board together for discussion and voting as allowed by the By-Laws.
- g. Attends as many of the Corporation's events as possible, providing leadership and encouraging the participation of other Board members.
- h. Partners with the Governance Committee regarding the expectation of Board roles and performance and nomination of potential Board Members or Community Ambassadors Council Members as described in Article VII, Section 12 ("CAC") members. The executive committee can identify and assist in grooming future leaders of the Board.

Section 3. Governance Committee

The Governance Committee shall consist of a Chair who is appointed by the Chair of the Board. Additional members, no fewer than two, will be selected by the Executive Committee with the approval of the Board of Directors.

The purpose of the Governance Committee is to oversee all matters related to the By-Laws and governing organizational policies and to develop and retain strategic and dedicated Board Members who actively support the Corporation's mission, oversee the fiscal integrity of the Corporation, and provide strong philanthropic leadership. The Governance Committee reports to the Board Chair and to the Board of Directors. Members can include both Board and non-Board Members as appointed by the Executive Committee and approved by the Board of Directors. All Committee work is done in partnership with the Corporation's staff (the President & CEO makes all staff assignments). The Governance Committee does not usurp the authority of the Board and neither directs nor oversees the Corporation's staff.

The scope of work of the Governance Committee consists of the following:

- a. To oversee governance matters, such as recommending By-Law revisions, articulating Board requirements and expectations, helping to assure compliance with Board responsibilities, and assisting with Board Members' orientation and continuing education;
- b. To assess and consider priorities for Board composition;
- c. To cultivate, nominate, and select new Board Members for a slate to be approved by the Board;
- d. To recommend a slate of Officers to the Board;
- e. To cultivate, recruit, and nominate new Community Ambassadors Council Members for the Board's consideration and approval;
- f. To provide educational training to the Board of Directors, as needed;
- g. To recruit new, non-Board individuals to participate on Board committees;
- h. To assist current Board Members in fulfilling their responsibilities to the Corporation; and
- i. To conduct a Board self-evaluation process and to report such results to the entire Board of Directors.

Section 4. Finance Committee

The Finance Committee is to be chaired by the Treasurer of the Corporation. The Finance Committee is responsible for overseeing the finances of the Corporation. This committee proposes and implements Board policy with respect to financial matters and is responsible for the oversight of all operational and endowment funds. Members can include both Board and non-Board Members as appointed by the Chair of the Board of Directors in consultation with the President & CEO. All Committee work is done in partnership with Corporation's staff (the President & CEO makes all staff assignments). The Finance Committee does not usurp the authority of the Board and neither directs nor oversees the Corporation's staff. This Committee reports to the Board Chair and the Board of Directors.

The scope of work of the Finance Committee consists of the following:

- a. To review budgets prepared by staff to ensure consistency between the budget and the Corporation's plans.
- b. To report to the Board any financial irregularities, concerns, or opportunities;

- c. To recommend financial guidelines to the Board;
- d. To recommend the appropriate amount of liability insurance for the Corporation to maintain based upon protecting the assets of the Corporation or any parties that are injured, and protecting the Board from liability;
- e. To advise the President & CEO on financial matters; and
- f. To recommend the appropriate level of reserves for the Corporation.

An investment sub-committee of the Finance Committee reviews the work of the Corporation's institutional money manager and reports to the Finance Committee and the Board of Directors.

Section 5. Philanthropy Committee

The purpose of the Philanthropy Committee is to help the Board carry out its role of maintaining the agency's fiscal health through philanthropy, donor stewardship, and fund development. The Committee partners with staff to reinforce the philanthropic process within the Board of Directors, in order to ensure a donor-centered Corporation. The Committee works to expand the universe of the Corporation's donors, both institutional and individual, including geographical outreach to all areas of San Diego County and beyond. The Committee reports to the Board Chair and Board of Directors.

The scope of work of the Philanthropy Committee consists of the following:

- a. To work with staff to achieve income goals for the annual Board-approved budget;
- b. To serve as the Corporation's philanthropic ambassadors in the community, to provide information to the Corporation concerning potential donors or supporters who should be cultivated, and to encourage capacity giving at all levels;
- c. To provide personal follow-up to individuals to encourage their participation;
- d. To help assure that all donors are respected, honored, and appropriately stewarded by providing guidance on donor recognition;
- e. To assure that the Board and individual Board Members are educated about the basic principles and best practices in fund development; and
- f. To provide recommendations to the staff on fundraising events and to assist the staff where necessary with promoting various fundraising events.

The Committee is staffed by the Chief Philanthropy Officer, with support from others on the Philanthropy team and with active involvement of the President & CEO.

Members can include both Board and non-Board Members as appointed by the Board Chair in consultation with the President & CEO. All Committee work is done in partnership with the Corporation's staff (the President & CEO makes all staff assignments). The Philanthropy Committee does not usurp the authority of the Board and neither directs nor oversees the Corporation's staff.

Section 6. Audit Committee

The purpose of the Audit Committee is to oversee proper external review of the Corporations' audited financial statements, as well as the Corporation's risk management to include monitoring

the internal control environment. Each member shall be free of any relationship that, in the opinion of the Board, would interfere with his or her individual exercise of independent judgment. The Audit Committee reports directly to the Board of Directors.

The Audit Committee may include persons who are not members of the Board, but a majority of whom may be Board Members. The Committee cannot include the Treasurer, the President & CEO, the Chief Financial Officer, or any other staff members of the Corporation. Members of the Finance Committee may serve on the Audit Committee, but cannot comprise 50 % or more of the Audit Committee. The chairperson of the Audit Committee may not be a member of the Finance Committee. The Audit Committee must include members with basic expertise in financial management; on occasion, the Committee may wish to consult with an independent financial expert on special topics. The number of Audit Committee members will be determined on an annual basis by the Executive Committee of the Board.

The responsibilities of the Audit Committee are the following:

- a. To develop and periodically review audit-related policies; and to establish and follow a regular process of determining whether it is receiving quality audit services for a fair price based on established policies and regulations;
- b. To evaluate and recommend the audit firm to the Board for approval, and to meet with the audit firm to review the audited financial statements;
- c. To address any issues identified in the required communications and management letter;
- d. To solicit from the audit firm any observations on the internal staff skills, qualifications, and performance related to those audited functions;
- e. To review the performance of the auditors, ensuring continued independence;
- f. To review the audit plans for the coming year and discuss with the external audit firm and internal accounting or audit staff;
- g. To review the internal control process and risk management and mitigation process with management, internal accounting or audit, and the external auditor;
- h. To report and recommend the results of audit findings to the Board for approval;
- i. To act as external point of contact for any whistle-blowing issues, and, if necessary, initiate special investigations of policies, procedures, and practices;
- j. To review the Corporation's IRS Form 990 annually, prior to submission;
- k. To review the presentation of the financial information in the Corporation's Annual Impact Report before printed; and
- l. To conduct private executive sessions at least annually with the external auditors, the person conducting the internal accounting or audit function, and management.
- m. Terms. The members of this Committee are selected by the Board Chair, in consultation with the President & CEO, and are approved by the Board. All Committee members, including the person serving as Chair, will serve one-year terms and may serve additional terms.
- n. Meetings. The Audit Committee meets as needed to fulfill its responsibilities, but will meet annually to review the audit plan and to review the audited financial statements and

the IRS Form 990 and related documents, and approve the audit engagement and special investigations related to fraud, financial irregularities, and internal control failures.

Section 7. Committee Meetings

Meetings of any committee may be called by or at the direction of the Chair of the Board, the Chair of the Committee, or a majority of the members of the Committee, to be held at such time and place as shall be designated in the notice of the meetings.

Notice of the time and place of any meeting of any Committee shall be given at least four (4) days prior thereto in the same manner as Special Meetings under Article VI, Section 7.

A majority of the members of any Committee shall constitute a quorum for the transaction of business at any meeting of the Committee. The act of a majority of any Committee present at a meeting at which a quorum is present shall be the act of the Committee.

No action of any Committee shall be valid unless taken at a meeting at which a quorum is present, except that any action that may be taken at a meeting of the Committee may be taken without a meeting, if consent in writing shall be signed by each member of the Committee entitled to vote.

No Committee action may usurp the power of the Board of Directors.

Section 8. Auxiliary Groups

The Board of Directors may form any auxiliary groups as appropriate including a Community Ambassadors Council (“CAC”) to promote and further the mission of the Corporation, and advise the Board on various issues as determined by the Board. The Governance Committee prepares a slate for approval by the Board of Directors. The term of the CAC is two years and may be renewed.

Under no circumstances shall the Community Ambassadors Council supersede the authority of the Board of Directors. The CAC may meet semi-annually or on such other schedule as determined by the President & CEO. The Chair of the Board may appoint a Board Member or non-Board Member to serve as the CAC Chair. Members shall adhere to the Community Ambassadors’ Council Guidelines as regards to terms, roles, and responsibilities.

ARTICLE IX: RECORDS AND REPORTS

Section 1. Maintenance and Inspection of Articles and By-Laws and Corporate Records

The Corporation shall keep at its principal California office the original or a copy of the Articles of Incorporation and By-Laws, as amended to the current date. If the Corporation has no business office in California, the secretary shall, on the written request of any Board Member, furnish to that Board Member a copy of the Articles of Incorporation and By-Laws, as amended to date. Every Board Member shall have the absolute right at any reasonable time to inspect the Corporation’s books, records, documents of every kind, physical properties, and the records of each of its subsidiaries. The inspection may be made in person or by the Board Member’s agent or attorney. The right of inspection includes the right to copy and make extracts of documents.

The Corporation shall keep adequate and correct records of account and minutes of the proceedings of its Board and Committees of the Board. The minutes shall be kept in written form. Other books and records shall be kept in either written form or in any other form capable of being converted into written form.

Section 2. Annual Audited Financial Report

Not later than one-hundred-twenty (120) days after the close of the Corporation's fiscal year, an annual audited financial report will be sent to the Board of Directors. Such report shall contain the following information:

- a. The assets and liabilities of the Corporation as of the end of the fiscal year.
- b. The principal changes in assets and liabilities during the fiscal year.
- c. The revenue or receipts of the Corporation for the fiscal year, both unrestricted and restricted to particular purposes.
- d. The expenses or disbursements of the Corporation during the fiscal year, for both general and restricted purposes.
- e. The report required by this Section shall be accompanied by any report thereon of independent accountants, or, if there is no such report, by the certificate of an authorized Officer of the Corporation that such statements were prepared without audit from the books and records of the Corporation.

Section 3. Annual Statement of Certain Transactions and Indemnifications

As part of the report to all Board Members, the Corporation shall annually prepare and mail or deliver to each Board Member within sixty (60) days after the end of the Corporation's fiscal year a statement of any transaction or indemnification of the following kind:

- a. Any transaction
 - 1) In which the Corporation, its parent, or its subsidiary was a party;
 - 2) In which an "interested person" had a direct or indirect material financial interest; and
 - 3) Which involved more than \$25,000, and was one of a number of transactions with the same interested person involving, in the aggregate, more than \$25,000. For this purpose, an "interested person" is any Board Member or Officer of the Corporation, its parent or subsidiary (but mere common Board membership shall not be considered such an interest).
- b. Any indemnifications or advances aggregating more than \$10,000 paid during the fiscal year to any Officer or Board Member of the Corporation under Article XII of these By-Laws.
- c. This document shall only be prepared when such transactions have occurred.

ARTICLE X: MISCELLANEOUS

Section 1. Definition of Terms

References to Members of the Board of Directors, Officers, or agents, respectively, shall include past, present, and future Board Members, Officers, or agents whether or not so serving at the time of incurring the expenses or liabilities referred to herein, and their personal representatives.

- a. Board Member or Officer shall include any Board Member or Officer of the Corporation.
- b. Agent shall include any person authorized by the Corporation to enter into agreements for and on behalf of the Corporation in the Corporation's name.
- c. Action shall (except where otherwise specifically indicated in Section 2 hereof) include any civil, criminal, or administrative action, suit, proceeding or claim, threatened or pending, in which a Board Member, Officer or agent may be involved as a party or otherwise, by reason of failing to serve as such Board Member, Officer, or agent; or by reason of anything done or omitted by them as such Board Member, Officer, or agent, or alleged to have been so done or omitted.
- d. Determination by Independent Legal Counsel means a determination in the form of a written opinion addressed to the Board of Directors by legal counsel appointed as provided in Section 3 of this Article that indemnification of a Board Member, Officer, or agent is proper in the circumstances because he/she has met the applicable standard of conduct set forth in Section 2 of this Article.

Section 2. Indemnification

The Corporation shall indemnify any person who was or is a party, or is threatened to be made a party, to any action or proceeding by reason of the fact that such person is or was an Officer, Board Member, or agent of this Corporation, or is or was serving at the request of this Corporation as a Board Member, Officer, employee, or agent of another foreign or domestic Corporation, partnership, joint venture, or other enterprise, against expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred in connection with such proceeding, to the fullest extent permitted under the California Nonprofit Corporation Law.

In determining whether indemnification is available to the Board Member, Officer, or agent of this Corporation under California law, the determination as to whether the applicable standard of conduct set forth in Corporations Code 5238 has been met shall be made by a majority vote of a quorum of Board Members who are not parties to the proceeding. If the number of Board Members who are not parties to the proceeding is less than two-thirds (67%) of the total number of Board Members seated at the time the determination is made, the determination as to whether the applicable standard of conduct has been met shall be made by the court in which the proceeding is or was pending.

The indemnification provided herein shall not be deemed exclusive of any other rights to which those indemnified may be entitled, and shall continue as to a person who has ceased to be an agent and shall inure to the benefit of the heirs, executors, and administrators of such a person.

Section 3. Appointment of Independent Legal Counsel

In the event a situation arises which may give rise to the need for appointment of independent legal counsel under Section 2 of this Article, the Board of Directors, by a majority vote of those Board Members not parties to the action, whether or not a quorum, shall appoint independent legal counsel to make the written determinations provided for in Section 2 of this Article. If all members of the Board of Directors are a party to the action, appointment of independent legal counsel shall be made by the counsel for the Corporation.

Section 4. Discretionary Insurance

The Corporation shall, upon affirmative vote of a majority of its Board of Directors, purchase commercial insurance for the benefit of a Board Member, Officer or agent against all or any part of the expense liabilities or settlement payments arising from actions against such Board Member, Officer, or agent, whether or not the Corporation would have the power to indemnify such Board Member, Officer or agent against such expenses or liability under Section 2 of this Article. Such insurance may, but need not be, for the benefit of all Board Members, Officers, and/or agents.

Section 5. Liability for Determinations

The Corporation and its Board Members, Officers, and agents shall not be liable to anyone for making or refusing to make any payment under Section 2 of this Article, in reliance on the written opinion of independent counsel as provided in those actions.

Section 6. Other Rights

The foregoing indemnification provisions shall be in addition and may be claimed without prejudice to any other rights which any Board Member, Officer, or agent may have.

Section 7. Advance Payment of Expenses

Expenses incurred by a Board Member, Officer, or agent in defending an action may be paid by the Corporation in advance of the final disposition of such action if

- a. The Board or independent legal counsel appointed pursuant to Section 3 of this Article shall determine that such person has met the applicable standard of conduct set forth in Section 2 hereof; and
- b. Such person gives a written undertaking to repay the amount advanced unless it shall ultimately be determined that he is entitled to be indemnified by the Corporation.

ARTICLE XI: AMENDMENTS

These By-Laws may be amended or repealed by the vote of at least two-thirds (67%) of the Board of Directors present at any meeting at which a quorum is present, provided written notice of intention to amend the By-Laws has been given to the Board Members at least fourteen (14) days before the meeting.

ARTICLE XII: CONFLICT OF INTEREST

A conflict of interest may exist when the interests or concerns of any Board Member, Officer, or staff, or said person's immediate family, or any party, group, or organization to which said person has allegiance, may be seen as competing with the interests or concerns of the Corporation. All Board Members, Officers, volunteers, and staff sign a document stating that they have read and understood the Conflict of Interest Policy. These documents are maintained by the President & CEO.

Any possible conflict of interest shall be disclosed to the Board of Directors by the person concerned.

When any such conflict of interest is relevant to a matter requiring action by the Board of Directors, the interested person shall call it to the attention of the Board or the Committee and such person shall not vote on the matter.

Moreover, the person having a conflict shall retire from the room in which the Board or its Committee is meeting and shall not participate in the final deliberation or decision regarding the matter under consideration. However, that person shall provide the Board or committee with any and all relevant information.


The minutes of the meeting of the Board or committee shall reflect that the conflict of interest was disclosed and that the interested person was not present during the final discussion or vote and did not vote. When there is a doubt as to whether a conflict of interest exists, the matter shall be resolved by a vote of the Board of Directors or its committee, excluding the person concerning whose situation the doubt has arisen.

A conflict of interest disclosure statement shall be furnished annually to each Board Member, Officer, and staff member who is serving the Corporation at the time of the conflict or who may thereafter become associated with it; the policy shall be reviewed annually for the information and guidance of Board Members, Officers and staff members; and any new Board Members, Officers or staff members shall be advised of the policy and furnished a disclosure statement upon undertaking the duties of such office.

CERTIFICATE OF SECRETARY

I, the undersigned, certify that I am the presently elected and acting Secretary of Voices for Children, Inc., a California nonprofit Corporation, and the above By-Laws of Voices for Children, Inc., consisting of 20 pages, are the By-Laws of this Corporation, as revised, amended, and adopted at a meeting of the Board of Directors held on November 18, 2021.

By:


George Lai, Ph.D.

Secretary

Voices for Children, Inc.

Date: Nov. 30, 2021



Leveraged Funding

VFC's project will be funded through a combination of government funding (approximately 61%), foundation grants (22%), corporate funding (4%), and individual giving (13%). VFC operates on an accrual accounting system. At the start of each fiscal year (beginning on July 1), we begin raising the budget for that fiscal year. Any funding that we receive on or after July 1, 2024 will go toward the project budget. VFC receives approximately \$140,000 annually in Victims of Crime Act grant funding through the California Office of Emergency Services. Attached, please find evidence of commitment from Cal OES grant that will extend into FY 24-25 fiscal year. We will also seek local grants from Riverside County Board of Supervisors and local Community Development Block grant programs. In 2023 VFC received a first-year grant from California CASA. VFC expects to receive funding for two additional years from California CASA depending on annual state approval.

October 11, 2023

Jessica Munoz
President & CEO
Voices For Children
2851 Meadow Lark Drive
San Diego, CA 92123-2709

Subject: **Grant Subaward Application Approval**
Court Appointed Special Advocates Program
Grant Subaward #: KS23 A6 1591

Dear Jessica Munoz:

The California Governor's Office of Emergency Services (Cal OES) has approved your Grant Subaward application in the amount of \$128,750, subject to enactment of applicable State Budget Act. A copy of your approved Grant Subaward is enclosed for your records.

Cal OES will make every effort to process payment requests within 45 days of receipt of your Report of Expenditures & Request for Funds (Cal OES Form 2-201).

This Grant Subaward is subject to the Cal OES Subrecipient Handbook. You are encouraged to read and familiarize yourself with the Cal OES Subrecipient Handbook, which can be viewed on the Cal OES website at www.caloes.ca.gov.

Please contact your Program Specialist Melissa Goan, at Melissa.Goan@caloes.ca.gov with questions.

Sincerely,

Victim Services Grants Processing Unit

cc: Subrecipient's file
Program Specialist

Cal OES #	073-90026-00	FIPS #	073-90026	VS#	Subaward #	KS23 A6 1591
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CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES
GRANT SUBAWARD FACE SHEET

MR RW

The California Governor's Office of Emergency Services (Cal OES) hereby makes a Grant Subaward of funds to the following:

- 1. **Subrecipient:** Voices for Children 1a. **UEI#:** F3UKH7PKL3G5
- 2. **Implementing Agency:** Voices for Children 2a. **UEI#:** F3UKH7PKL3G5
- 3. **Implementing Agency Address:** 2851 Meadow Lark Drive San Diego 92123-2709
(Street) (City) (Zip+4)
- 4. **Location of Project:** Riverside Riverside 92505-4402
(City) (County) (Zip+4)
- 5. **Disaster/Program Title:** KS - Court Appointed Special Advocates Program 6. **Performance/Budget Period:** 10/1/2023 **to** 9/30/2024
(Start Date) (End Date)
- 7. **Indirect Cost Rate:** 10% de minimis **Federally Approved ICR (if applicable):** _____ %

Item Number	Grant Year	Fund Source	A. State	B. Federal	C. Total	D. Cash Match	E. In-Kind Match	F. Total Match	G. Total Cost
8.	2020	VOCA		\$64,375					\$64,375
9.	2022	VOCA		\$64,375					\$64,375
10.	Select	Select							
11.	Select	Select							
12.	Select	Select							
Total	Project	Cost		\$128,750	\$128,750				\$128,750

13. Certification - This Grant Subaward consists of this title page, the application for the grant, which is attached and made a part hereof, and the Assurances/Certifications. I hereby certify I am vested with the authority to enter into this Grant Subaward, and have the approval of the City/County Financial Officer, City Manager, County Administrator, Governing Board Chair, or other Approving Body. The Subrecipient certifies that all funds received pursuant to this agreement will be spent exclusively on the purposes specified in the Grant Subaward. The Subrecipient accepts this Grant Subaward and agrees to administer the grant project in accordance with the Grant Subaward as well as all applicable state and federal laws, audit requirements, federal program guidelines, and Cal OES policy and program guidance. The Subrecipient further agrees that the allocation of funds may be contingent on the enactment of the State Budget.

14. CA Public Records Act - Grant applications are subject to the California Public Records Act, Government Code section 6250 et seq. Do not put any personally identifiable information or private information on this application. If you believe that any of the information you are putting on this application is exempt from the Public Records Act, please attach a statement that indicates what portions of the application and the basis for the exemption. Your statement that the information is not subject to the Public Records Act will not guarantee that the information will not be disclosed.

15. Official Authorized to Sign for Subrecipient:
 Name: Jessica Muñoz Title: President & CEO
 Payment Mailing Address: 2851 Meadow Lark Drive City: San Diego Zip Code+4: 92123-2709
 Signature: Jessica Muñoz Date: 05/25/23

16. **Federal Employer ID Number:** 953786047

(FOR Cal OES USE ONLY)

I hereby certify on my personal knowledge that budgeted funds are available for the period and purposes of this expenditure stated above.

<p><u>Mary Rucker</u> <u>10/10/2023</u> (Cal OES Fiscal Officer) (Date)</p>	<p><u>Heather Carlson</u> <u>10/10/2023</u> (Cal OES Director of Designee) (Date)</p>
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DS
JH

ENY: 2023-24 Chapter: 12 SL: 18400
 Item: 0690-102-0890 Pgm: 0385
 FAIN #: 2020-V2-G -0031 10/01/19-09/30/24
 Fund: Federal Trust Fund AL#: 16.575
 Program: Court Appointed Special Advocates Program
 Match Req.: 20 %, C/IK based on TPC, Match Waived
 Project ID: OES20VOCA000012
 SC: 2023-18400 Amount: \$64,375

DS
DS

ENY: 2023-24 Chapter: 12 SL: 18402
 Item: 0690-102-0890 Pgm: 0385
 FAIN #: 15POVC-22-GG-00708-ASSI 10/01/21-09/30/25
 Fund: Federal Trust Fund AL#: 16.575
 Program: Court Appointed Special Advocates Program
 Match Req.: 20 %, C/IK based on TPC, Match Waived
 Project ID: OES22VOCA000012
 SC: 2023-18402 Amount: \$64,375

Received by CalOES, Nicole Viernes
 Mal Log #219235 ,Thursday, May 25, 2023

SPECIAL CONDITION

Grant Subaward No. KS23 A6 1591 is hereby approved with the following condition:

- The 2020 VOCA Funds in the amount of \$64,375 and any applicable match must be expended by 07/31/2024 and all 2-201s for this fund source and applicable match must be received by Cal OES by 08/31/2024.

Failure to comply with these requirements may result in the withholding and disallowance of grant payments, the reduction or termination of the Grant Subaward and/or the denial of future grant funds.

**CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES
SUPPLEMENTAL GRANT SUBAWARD INFORMATION**

1. Cal OES Contact Information Section:

Governor's Office of Emergency Services
Nancy Ward, Director
3650 Schriever Avenue
Mather, CA 95655
(916) 845-8506 (phone)

2. Federal Awarding Agency Section:

Fund Year	Federal Program Fund / AL#	Federal Awarding Agency	Total Federal Award Amount	Total Local Assistance Amount
2020	Victims of Crime Act (VOCA) / 16.575	Office for Victims of Crime	\$195,905,619	\$188,069,394
2022	Victims of Crime Act (VOCA) / 16.575	Office for Victims of Crime	\$165,115,554	\$158,510,932
Choose an item.	Choose an item.	Choose an item.	\$	\$
Choose an item.	Choose an item.	Choose an item.	\$	\$
Choose an item.	Choose an item.	Choose an item.	\$	\$

3. Project Description Section:

- Project Acronym (Please choose from drop down):
Court Appointed Special Advocates Program (KS)
- Project Description (Please type the Project Description):
Provide funds for Court Appointed Special Advocates (CASAs) so they can increase their recruitment efforts for volunteers, provide required training to volunteers, and provide supervision to volunteers. These volunteers advocate on behalf of children who have been abused/neglected and are in foster care.

4. Research & Development Section:

- Is this Subaward a Research & Development grant?
Yes No



Grant Subaward Contact Information

Grant Subaward #: KS23 A6 1591

Subrecipient: Voices For Children

1. **Grant Subaward Director:**

Name: Jessica Muñoz Title: President & CEO
Telephone #: 858-598-2204 Email Address: jessicam@speakupnow.org
Address/City/ Zip Code (9-digit): 2851 Meadow Lark Drive, San Diego, CA 92123-2709

2. **Financial Officer:**

Name: James Scoffin Title: Chief Financial Officer
Telephone #: 858-598-2228 Email Address: james@speakupnow.org
Address/City/ Zip Code (9-digit): 2851 Meadow Lark Drive, San Diego, CA 92123-2709

3. **Programmatic Point of Contact:**

Name: Jessie Stein Title: Institutional Giving Manager
Telephone #: 858-598-2283 Email Address: jessies@speakupnow.org
Address/City/ Zip Code (9-digit): 2851 Meadow Lark Drive, San Diego, CA 92123-2709

4. **Financial Point of Contact:**

Name: María Espejo-Nguyen Title: Revenue Accountant
Telephone #: 858-598-2238 Email Address: mariae@speakupnow.org
Address/City/ Zip Code (9-digit): 2851 Meadow Lark Drive, San Diego, CA 92123-2709

5. **Executive Director** of a Non-Governmental Organization or the **Chief Executive Officer** (i.e., chief of police, superintendent of schools) of the implementing agency:

Name: Jessica Muñoz Title: President & CEO
Telephone #: 858-598-2204 Email Address: jessicam@speakupnow.org
Address/City/ Zip Code (9-digit): 2851 Meadow Lark Drive, San Diego, CA 92123-2709

6. **Official Designee**, as stated in Section 15 of the Grant Subaward Face Sheet:

Name: Jessica Muñoz Title: President & CEO
Telephone #: 858-598-2204 Email Address: jessicam@speakupnow.org
Address/City/ Zip Code (9-digit): 2851 Meadow Lark Drive, San Diego, CA 92123-2709

7. **Chair** of the **Governing Body** of the Subrecipient:

Name: Annette Bradbury Title: Board President
Telephone #: 858-569-2019 Email Address: annettebradbury@gmail.com
Address/City/ Zip Code (9-digit): 2851 Meadow Lark Drive, San Diego, CA 92123-2709



Grant Subaward Signature Authorization

Grant Subaward #: KS23 A6 1591

Subrecipient: Voices for Children

Implementing Agency: Voices for Children

The **Grant Subaward Director** and **Financial Officer** are **REQUIRED** to sign this form.

Grant Subaward Director:

Printed Name: Jessica Muñoz

Signature: *Jessica Muñoz*

Date: 05/25/2023

Financial Officer:

Printed Name: James Scoffin

Signature: *James Scoffin*

Date: 05/25/2023

The following persons are authorized to sign for the **Grant Subaward Director**:

Signature: *SM*

Printed Name: Sharon Morris

Signature: _____

Printed Name: _____

Signature: _____

Printed Name: _____

Signature: _____

Printed Name: _____

Signature: _____

Printed Name: _____

The following persons are authorized to sign for the **Financial Officer**:

Signature: *Rebecca Rader*

Printed Name: Rebecca Rader

Signature: *CP*

Printed Name: Christina Piranio

Signature: _____

Printed Name: _____

Signature: _____

Printed Name: _____

Signature: _____

Printed Name: _____



Grant Subaward Certification of Assurance of Compliance

Subrecipient: Voices for Children

	Cal OES Program Name	Grant Subaward #:	Grant Subaward Performance Period
1	Court Appointed Special Advocates (CASA) Program	KS23 A6 1591	10/01/23 - 09/30/2024
2			
3			
4			
5			
6			

I, Jessica Muñoz (Official Designee; same person as Section 15 of the Grant Subaward Face Sheet) hereby certify that the above Subrecipient is responsible for reviewing the Subrecipient Handbook (SRH) and adhering to all of the Grant Subaward requirements as directed by Cal OES including, but not limited to, the following areas:

I. Proof of Authority – SRH 1.055

The Subrecipient certifies they have written authority by the governing board (e.g., County Board of Supervisors, City Council, or Governing Board) granting authority for the Subrecipient/Official Designee (see Section 3.030) to enter into a specific Grant Subaward (indicated by the Cal OES Program name and initial Grant Subaward performance period) and applicable Grant Subaward Amendments with Cal OES. The authorization includes naming of an Official Designee (e.g., Executive Director, District Attorney, Police Chief) for the agency/organization who is granted permission to sign Grant Subaward documents on behalf of the Subrecipient. Written proof of authority includes one of the following: signed Board Resolution or approved Board Meeting minutes.

II. Civil Rights Compliance – SRH Section 2.020

The Subrecipient acknowledges awareness of, and the responsibility to comply with all state and federal civil rights laws. The Subrecipient certifies it will not discriminate in the delivery of services or benefits based on any protected class and will comply with all requirements of this section of the SRH.

III. Equal Employment Opportunity – SRH Section 2.025

The Subrecipient certifies it will promote Equal Employment Opportunity by prohibiting discrimination or harassment in employment because of any status protected by state or federal law and will comply with all requirements of this section of the SRH.



IV. Drug-Free Workplace Act of 1990 – SRH Section 2.030

The Subrecipient certifies it will comply with the Drug-Free Workplace Act of 1990 and all other requirements of this section of the SRH.

V. California Environmental Quality Act (CEQA) – SRH Section 2.035

The Subrecipient certifies that, if the activities of the Grant Subaward meet the definition of a "project" pursuant to the CEQA, Section 20165, it will comply with all requirements of CEQA and this section of the SRH.

VI. Lobbying – SRH Sections 2.040 and 4.105

The Subrecipient certifies it will not use Grant Subaward funds, property, or funded positions for any lobbying activities and will comply with all requirements of this section of the SRH.

All appropriate documentation must be maintained on file by the Subrecipient and available for Cal OES upon request. Failure to comply with these requirements may result in suspension of payments under the Grant Subaward(s), termination of the Grant Subaward(s), and/or ineligibility for future Grant Subawards if Cal OES determines that any of the following has occurred: (1) the Subrecipient has made false certification, or (2) the Subrecipient violated the certification by failing to carry out the requirements as noted above.

CERTIFICATION	
I, the official named below, am the same individual authorized to sign the Grant Subaward [Section 15 on Grant Subaward Face Sheet], and hereby affirm that I am duly authorized legally to bind the Subrecipient to the above-described certification. I am fully aware that this certification, executed on the date, is made under penalty of perjury under the laws of the State of California.	
Official Designee's Signature:	<u>Jessica Muñoz</u>
Official Designee's Typed Name:	Jessica Muñoz
Official Designee's Title:	President & CEO
Date Executed:	05/25/2023
AUTHORIZED BY:	
I grant authority for the Subrecipient/Official Designee to enter into the specific Grant Subaward(s) (indicated by the Cal OES Program name and initial Grant Subaward performance period identified above) and applicable Grant Subaward Amendments with Cal OES.	
<input type="checkbox"/> City Financial Officer	<input type="checkbox"/> County Financial Officer
<input type="checkbox"/> City Manager	<input type="checkbox"/> County Manager
<input checked="" type="checkbox"/> Governing Board Chair	
Signature:	<u>Annette Bradbury</u>
Typed Name:	Annette Bradbury
Title:	Board Chair President
Date Executed:	05/25/2023



**Federal Fund Grant Subaward Assurances
Victims of Crime Act (VOCA) Victim Assistance Formula Grant Program**

Subrecipient: Voices for Children

	Cal OES Program Name	Grant Subaward #	Grant Subaward Performance Period
1.	Court Appointed Special Advocates (CASA) Program	KS23 A6 1591	10/01/2023 - 09/30/2024
2.			
3.			
4.			
5.			
6.			

Subrecipients agree to adhere to the following and ensure these assurances are passed down to Second-Tier Subrecipients.

1. Required Audits and Financial Statements (SRH Section 14.005)

Subrecipients expending \$750,000 or more in federal funds annually must comply with the single audit requirement established by the Federal Office of Management and Budget (OMB) Uniform Guidance 2 C.F.R. Part 200, Subpart F and arrange for a single audit by an independent Certified Public Accountant (CPA) firm annually. Audits conducted under this section will be performed using the guidelines established by the American Institute of Certified Public Accountants (AICPA) for such audits.

- Subrecipient expends \$750,000 or more in federal funds annually.
- Subrecipient does not expend \$750,000 or more in federal funds annually.

2. Compliance with General Appropriations-law Restrictions on the use of Federal Funds

Subrecipients (and any Second-Tier Subrecipients) must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2022, are set out at <https://ojp.gov/funding/Explore/FY22AppropriationsRestrictions.htm>.

Should a question arise as to whether a particular use of federal funds by Subrecipients (and any Second-Tier Subrecipients) would or might fall within the scope of an appropriations or law restriction, Subrecipients are to contact Cal OES

for guidance, and may not proceed without the express prior written approval of Cal OES.

3. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this Grant Subaward.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2022 Grant Subaward supplements funds previously awarded by OJP under the same Grant Subaward number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial Grant Subaward or a supplemental Grant Subaward) that are obligated on or after the acceptance date of this FY 2022 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the Grant Subaward that the Subrecipient (and any Second-Tier Subrecipients) must be retained for a period of seven years after the Subrecipient makes final payments and all other pending matters are closed, unless a different retention period applies. Subrecipients (and any Second-Tier Subrecipients) must provide access to performance measurement information, financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an Grant Subaward-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the Subrecipient is to contact Cal OES promptly for clarification.

4. Requirement to Report Actual or Imminent Breach of Personally Identifiable Information

Subrecipients (and any Second-Tier Subrecipients) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if they:

- Create, collect, use, process, store, maintain, disseminate, disclose, or dispose of "Personally Identifiable Information (PII)" (2 C.F.R. 200.1) within the scope of an OJP grant-funded program or activity, or
- Use or operate a "Federal information system" (OMB Circular A-130).

Subrecipients (and any Second-Tier Subrecipients) must have breach procedures that must include a requirement to report actual or imminent breach of PII to Cal OES no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

5. OJP Training Guiding Principles

Subrecipients (and any Second-Tier Subrecipients) understand and agree that any training or training materials developed or delivered with funding under this Grant Subaward must adhere to the OJP Training Guiding Principle for Grantee and Subgrantees, available at <https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees>.

6. Compliance with DOJ Regulations Pertaining to Civil Rights and Nondiscrimination - 28 C.F.R. Part 38

Subrecipients (and any Second-Tier Subrecipients) must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to Subrecipient organizations (and any Second-Tier Subrecipient organizations) that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to Subrecipients (and any Second-Tier Subrecipients) that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

7. Compliance with DOJ Regulations Pertaining to Civil Rights and Nondiscrimination - 28 C.F.R. Part 42

Subrecipients (and any Second-Tier Subrecipients) must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

8. Compliance with DOJ Regulations Pertaining to Civil Rights and Nondiscrimination - 28 C.F.R. Part 54

Subrecipients (and any Second-Tier Subrecipients) must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "educational programs."

9. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

Subrecipients (and any Second-Tier Subrecipients) must comply with, and are subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

Subrecipients (and any Second-Tier Subrecipients) also must inform their employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

10. Compliance with Applicable Rules Regarding Approval, Planning, and Reporting of Conferences, Meetings, Trainings, and Other Events

Subrecipients (and any Second-Tier Subrecipients) must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this Grant Subaward appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

11. Requirement for Data on Performance and Effectiveness under the Grant Subaward

Subrecipients (and any Second-Tier Subrecipients) must collect and maintain data that measure the performance and effectiveness of work under this Grant Subaward. Subrecipients (and any Second-Tier Subrecipients) must provide data (within the required timeframes) to OJP via the Performance Measurement Tool (PMT).

12. Determination of Suitability to Interact with Participating Minors

This condition applies to the Grant Subaward (if it is indicated) when some or all of the activities to be carried out under the Grant Subaward (whether by Subrecipients, or Second-Tier Subrecipients) is to benefit a set of individuals under 18 years of age.

Subrecipients (and any Second-Tier Subrecipients) must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm>. (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

13. Compliance with DOJ Grants Financial Guide

Subrecipients (and any Second Tier Subrecipients) must comply with all applicable sections of the DOJ Financial Guide. References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. Subrecipients agree to comply with the DOJ Grants Financial Guide.

14. Encouragement of Policies to Ban Text Messaging while Driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the DOJ encourages Subrecipients (and any Second-Tier Subrecipients) to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this Grant Subaward, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

15. Potential Imposition of Additional Requirements

Subrecipients (and any Second-Tier Subrecipients) agree to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this Grant Subaward, if Subrecipients are designated as "high-risk" for purposes of the DOJ high-risk grantee list.

16. Employment Eligibility Verification for Hiring under the Grant Subaward

a. Subrecipients (and any Second-Tier Subrecipients) must:

- 1) Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with Grant Subaward funds, Subrecipients (and any Second-Tier Subrecipients) properly verify the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).
- 2) Notify all persons associated with Subrecipients (or any Second-Tier Subrecipients) who are or will be involved in activities under this Grant Subaward of both:
 - a) This Grant Subaward requirement for verification of employment eligibility, and
 - b) The associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.
- 3) Provide training (to the extent necessary) to those persons required by this condition to be notified of the Grant Subaward requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).
- 4) As part of the recordkeeping for the Grant Subaward (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this Grant Subaward condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

b. Monitoring

Subrecipients' monitoring responsibilities include monitoring Second-Tier Subrecipients' compliance with this condition.

c. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, Grant Subaward funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

d. Rules of construction

- 1) Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this Grant Subaward" specifically includes (without limitation) any and all Subrecipient officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with Grant Subaward funds.

2) Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, Subrecipients (and any Second-Tier Subrecipients) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the Subrecipient (and any Second-Tier Subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with Grant Subaward funds.

3) "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

4) Nothing in this condition shall be understood to authorize or require Subrecipients (and any Second-Tier Subrecipients), or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

5) Nothing in this condition, including in paragraph 4.B., shall be understood to relieve Subrecipients (and any Second-Tier Subrecipients) or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>).

17. Restrictions and Certifications Regarding Non-disclosure Agreements and Related Matters

No Subrecipients (and any Second-Tier Subrecipients) under this Grant Subaward, or entity that receives a procurement contract or subcontract with any funds under this Grant Subaward, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making

this Grant Subaward, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

a. In accepting this Grant Subaward, Subrecipients (and any Second-Tier Subrecipients):

- 1) Represent that they neither require, nor have required, internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
- 2) Certify that, if they learn, or are notified, that they have, or have been, requiring their employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, they will immediately stop any further obligations of Grant Subaward funds, will provide prompt written notification to Cal OES, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by Cal OES.

b. If Subrecipients are authorized under this award to make Second-Tier Subawards, procurement contracts, or both:

1) Subrecipients represent that:

a) No other entity (whether through a Second-Tier Subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) that they pass funds to either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b) Appropriate inquiry has been made, or otherwise Subrecipients have an adequate factual basis, to support this representation; and

2) If learned or notified that any Second-Tier Subrecipient, contractor, or subcontractor entity that receives funds under this Grant Subaward is, or has been, requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, they will immediately stop any further obligations of Grant Subaward funds to or by that entity, will provide prompt written notification to Cal OES, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by Cal OES.

18. All Grant Subawards Must Have Specific Federal Authorization

Subrecipients (and any Second-Tier Subrecipients) must comply with all applicable requirements for authorization of any Grant Subaward. This condition applies to agreements that – for purposes of federal grants administrative requirements – OJP considers a "Grant Subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any Grant Subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm>.

19. Requirements Related to System for Award Management and Universal Identifier Requirements

Subrecipients (and any Second-Tier Subrecipients) must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

Subrecipients also must comply with applicable restrictions for Second-Tier Subawards, including restrictions on Grant Subawards to entities that do not acquire and provide (to Subrecipients) the unique entity identifier required for SAM registration.

The details of the Subrecipients' obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm>.

This condition does not apply to a Grant Subaward to an individual who received the Grant Subaward as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

20. Restrictions on "Lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by Subrecipients (and any Second-Tier Subrecipients), either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by Subrecipients (and any Second-Tier Subrecipients), to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of

a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a Subrecipient (or any Second-Tier Subrecipient) would or might fall within the scope of these prohibitions, the Subrecipient is to contact Cal OES for guidance, and may not proceed without the express prior written approval of Cal OES.

21. Specific Post-award Approval Required to Use a Noncompetitive Approach in any Procurement Contract that would Exceed \$250,000

Subrecipients (and any Second-Tier Subrecipients) must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that – for purposes of federal grants administrative requirements OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm>.

22. Requirements Pertaining to Prohibited Conduct Related to Trafficking in Persons (including reporting requirements and OJP Authority to Terminate Grant Subaward)

Subrecipients (and any Second-Tier Subrecipients) must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of Subrecipients (and any Second-Tier Subrecipients), or individuals defined (for purposes of this condition) as "employees" of Subrecipients (and any Second-Tier Subrecipients).

The details of the Subrecipients' obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm>.

23. Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct

Subrecipients (and any Second-Tier Subrecipients) must promptly refer to Cal OES any credible evidence that a principal, employee, agent, Subrecipient, contractor, subcontractor, or other person has, in connection with funds under this Grant Subaward– (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this Grant Subaward should must also be reported to Cal OES. Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

24. Discrimination Findings

Subrecipients (and any Second-Tier Subrecipients) assure that in the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the ground of race, religion, national origin, sex, or disability against a recipient of victim assistance formula funds under this Grant Subaward, Subrecipients will forward a copy of the findings to the Office for Civil Rights of OJP.

25. VOCA Requirements

Subrecipients (and any Second-Tier Subrecipients) assure that they will comply with the conditions of the Victims of Crime Act (VOCA) of 1984, sections 1404(a)(2), and 1404(b)(1) and (2), 34 U.S.C. 20103(a)(2) and (b)(1) and (2) (and the applicable program guidelines and regulations), as required.

26. Federal Funding Accounting and Transparency Act (FFATA)

- | | | |
|--------------------------|-------------------------------------|---|
| Yes | No | |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Has the Subrecipient received \$25,000,000 or more in federal funds in the preceding fiscal year? |
| <input type="checkbox"/> | <input type="checkbox"/> | If the answer is yes, does the amount of federal funds received equal 80% or more of the Subrecipient's annual gross revenue? |
| <input type="checkbox"/> | <input type="checkbox"/> | If the answer is yes to the above two questions, did the Subrecipient report to the U.S. Security and Exchange Commission? |

For additional information reference: [Award Condition: Reporting Subawards and Executive Compensation \(Updated as of September 2016\) | Office of Justice Programs \(ojp.gov\)](#).

<p>CERTIFICATION</p> <p>I certify the Subrecipient identified above will comply with the requirements of the Subrecipient Handbook and the federal fund Grant Subaward assurances outlined above.</p> <p>Official Designee's Signature: <u>Jessica Muñoz</u></p> <p>Official Designee's Typed Name: <u>Jessica Muñoz</u></p> <p>Official Designee's Title: <u>President and CEO</u></p> <p>Date Executed: <u>05/25/2023</u></p>
--

Grant Subaward Budget Pages
Multiple Fund Sources

Subrecipient: Voices for Children		Subaward# KS23 A6 1591		
A. Personnel Costs - Line-item description and calculation	VOCA 2020	VOCA 2022	Total Amount Allocated	
President & CEO Salary (\$20,834 monthly x .05 FTE x 12 months) to include vacation and sick leave. This employee sets the direction for VFC's mission, vision, and strategic plan.	\$6,250	\$6,250	\$12,500	✓
Managing Director - Riverside County Salary (\$9,166 x .20 FTE x 12 months) to include vacation and sick leave. This employee has oversight of the Riverside County CASA program team, ensures that the team meets all programmatic and advocacy goals and objectives, and builds relationships with VFC's community partners.	\$10,999	\$10,999	\$21,998	✓
Director of Marketing & Communications Salary (\$10,350 monthly x .20 FTE x 12 months) to include vacation and sick leave. This employee oversees all of VFC's CASA recruitment-based marketing campaigns, manages the marketing team, and coordinates with contractors to create radio and video public service announcements.	\$12,420	\$12,420	\$24,840	✓

Grant Subaward Budget Pages
Multiple Fund Sources

Subrecipient: Voices for Children		Subaward# KS23 A6 1591		
A. Personnel Costs - Line-item description and calculation.	VOCA 2020	VOCA 2022	Total Amount Allocated	
<p>Marketing and Communications Manager Salary (\$5,373 monthly x .20 FTE x 12 months) to include vacation and sick leave. This employee is responsible for managing and implementing marketing and communications strategies and creating recruitment-based marketing print and web content.</p>	\$6,448	\$6,447	\$12,895	✓
<p>CASA Outreach & Community Manager Salary (\$4,793 x .50 FTE x 12 months) to include vacation and sick leave. This employee is responsible for all community outreach, recruitment, and presentations to groups and corporations.</p>	\$14,379	\$14,379	\$28,758	✓
<p>Payroll Taxes (\$100,991 x 7.65% [6.2% SS + 1.45% Medicare]) combined monthly salaries including social security and Medicare for all grant-funded staff members.</p>	\$3,862	\$3,863	\$7,725	✓
Personnel Costs Fund Source Totals	✓ \$54,358	✓ \$54,358	✓ \$108,716	
PERSONNEL COSTS CATEGORY TOTAL			✓ \$108,716	

RW

Grant Subaward Budget Pages
Multiple Fund Sources

Subrecipient: Voices for Children		Subaward# KS23 A6 1591		
B. Operating Costs - Line-item description and calculation	VOCA 2020	VOCA 2022	Total Amount Allocated	
Single Audit. (1.5% of \$128,750) This will cover a portion of the cost of the single audit required for organizations that receive more than \$750,000 in federal funding annually.	\$965	\$966	\$1,931	✓
Volunteer Recruitment Marketing Campaign - Digital and Social Media Advertising. (Price can vary depending on campaign, bidding strategy, and competition.) (\$335/month x 12 months)	\$2,010	\$2,010	\$4,020	✓
Volunteer Recruitment Marketing Campaign - Radio Advertising/Public Service Announcements. (Price can vary depending on the campaign, time slot, and vendor.) (\$250/month x 12 months) Claiming less than full amount	\$1,191	\$1,190	\$2,381	✓
<i>SC</i> Indirect Expenses (10% de minimis). Indirect costs will cover administrative salaries and overhead. (MTDC \$117,048 x 10% = \$11,704 ³). \$117,030 Claiming less than full amount.	\$5,851	\$5,851	\$11,702	✓
Operating Costs Fund Source Totals	✓✓ \$10,017	✓✓ \$10,017	✓✓ \$20,034	
OPERATING COSTS CATEGORY TOTAL			✓ \$20,034	

Grant Subaward Budget Pages

Multiple Fund Sources

Subrecipient: Voices for Children	Subaward# KS23 A6 1591		
C. Equipment Costs - Line-item description and calculation	VOCA 2020	VOCA 2022	Total Amount Allocated
Equipment Costs Fund Source Totals			
EQUIPMENT COSTS CATEGORY TOTAL			

Grant Subaward Totals - Totals must match the Grant Subaward Face Sheet	VOCA 2020	VOCA 2022	Total Project Cost
Fund Source Totals	✓\$64,375	✓\$64,375	✓\$128,750
	✓	✓	✓

Budget Summary Report

KS23 Court Appointed Special Advocates Program Voices For Children Court Appointed Special Advocates Program	Subaward#: KS23 A6 1591 Subaward Period: 10/01/23 - 09/30/24 Latest Request:
--	--

A Personnel Services - Salaries/Employee Benefits						
<u>F/S/L</u>	<u>Funding Source</u>	Budget Amount	Paid/Expended	Balance	Pending	Pending Balance
F	20VOCA	54,358	0	54,358	0	54,358
F	22VOCA	54,358	0	54,358	0	54,358
Total A Personnel Services - Salaries/Employee Benefits		108,716	0	108,716	0	108,716

B. Operating Expenses						
<u>F/S/L</u>	<u>Funding Source</u>	Budget Amount	Paid/Expended	Balance	Pending	Pending Balance
F	20VOCA	10,017	0	10,017	0	10,017
F	22VOCA	10,017	0	10,017	0	10,017
Total B. Operating Expenses		20,034	0	20,034	0	20,034

C. Equipment						
<u>F/S/L</u>	<u>Funding Source</u>	Budget Amount	Paid/Expended	Balance	Pending	Pending Balance
F	20VOCA	0	0	0	0	0
F	22VOCA	0	0	0	0	0
Total C. Equipment		0	0	0	0	0

<u>F/S/L</u>	<u>Funding Source</u>	Budget Amount	Paid/Expended	Balance	Pending	Pending Balance
Total						

Budget Summary Report

KS23 Court Appointed Special Advocates Program

Subaward#: KS23 A6 1591

Voices For Children

Subaward Period: 10/01/23 - 09/30/24

Court Appointed Special Advocates Program

Latest Request:

	<u>Budget Amount</u>	<u>Paid/Expended</u>	<u>Balance</u>	<u>Pending</u>	<u>Pending Balance</u>
Total Local Match:	0	0	0	0	0
Total Funded:	128,750	0	128,750	0	128,750
Total Project Cost:	128,750	0	128,750	0	128,750

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Audit Partner in Charge – Philip Smith
Audit Firm’s Identification Number – 95-2694444

VOICES FOR CHILDREN
A NONPROFIT ORGANIZATION
FINANCIAL STATEMENTS
JUNE 30, 2022 AND 2021

**VOICES FOR CHILDREN
A NONPROFIT ORGANIZATION**

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INDEPENDENT AUDITOR'S REPORT

To The Board of Directors
Voices For Children
A Nonprofit Organization

Report on the Audit of the Financial Statements

Opinion

We have audited the accompanying financial statements of Voices For Children, a nonprofit organization, which comprise the statements of financial position as of June 30, 2022 and 2021, and the related statements of activities and changes in net assets, functional expenses and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements present fairly, in all material respects, the financial position of Voices for Children as of June 30, 2022 and 2021, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis of Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Voices for Children and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Voices for Children's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Voices for Children's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Voices for Children's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying schedule of expenditures of federal awards, as required by Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements.

The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated, in all material respects, in relation to the financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated June 30, 2022 on our consideration of Voices for Children’s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Voices for Children’s internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Voices for Children’s internal control over financial reporting and compliance.

CONSIDINE & CONSIDINE
An Accountancy Corporation

November 8, 2022

VOICES FOR CHILDREN
A NONPROFIT ORGANIZATION
STATEMENTS OF FINANCIAL POSITION
JUNE 30, 2022 AND 2021

Page 5

	2022	2021
ASSETS		
CURRENT ASSETS		
Cash (note 3)	\$ 7,499,944	\$ 5,658,129
Investments (note 4)	296,234	348,231
Pledges receivable (note 5)	1,163,264	455,177
Grants receivable (note 6)	382,759	322,770
Other receivable (note 14)	382,769	1,173,223
Prepaid expenses	153,225	121,380
	9,878,195	8,078,910
PROPERTY AND EQUIPMENT (note 8)	225,989	151,794
OTHER ASSETS		
Pledges receivable - long term	1,942,563	-
Rent deposit	29,025	30,225
	1,971,588	30,225
TOTAL ASSETS	12,075,772	8,260,929
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES		
Accrued expenses (note 9)	506,122	620,869
Deferred rent	51,372	72,905
Deferred revenue	372,922	569,054
PPP loan payable (note 13)	-	874,052
TOTAL LIABILITIES	930,416	2,136,880
NET ASSETS (note 17)		
Without donor restrictions	8,138,288	5,642,525
With donor restrictions	3,007,068	481,524
TOTAL NET ASSETS	11,145,356	6,124,049
TOTAL LIABILITIES AND NET ASSETS	\$ 12,075,772	\$ 8,260,929

See accompanying notes

VOICES FOR CHILDREN
A NONPROFIT ORGANIZATION
STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS
FOR THE YEAR ENDED JUNE 30, 2022

Page 6

	<u>WITHOUT DONOR RESTRICTIONS</u>	<u>WITH DONOR RESTRICTIONS</u>	<u>TOTAL</u>
REVENUE			
Gifts and contributions	\$ 3,772,791	\$ 2,682,102	\$ 6,454,893
Special events, net (note 12)			
(Less: direct benefit to donors of \$189,691)	2,519,664	-	2,519,664
Government funding	2,063,562	-	2,063,562
Contributed goods, services, and facilities	57,837	-	57,837
Investment return (note 4)	(17,220)	(29,421)	(46,641)
Other income	15,796	-	15,796
	<u>8,412,430</u>	<u>2,652,681</u>	<u>11,065,111</u>
NET ASSETS RELEASED FROM RESTRICTION			
Satisfaction of program restrictions	127,137	(127,137)	-
TOTAL REVENUE	<u>8,539,567</u>	<u>2,525,544</u>	<u>11,065,111</u>
OPERATING EXPENSES			
Program services	5,213,098	-	5,213,098
Management and general	533,050	-	533,050
Fundraising	1,171,708	-	1,171,708
	<u>6,917,856</u>	<u>-</u>	<u>6,917,856</u>
CHANGE IN NET ASSETS BEFORE OTHER INCOME	1,621,711	2,525,544	4,147,255
OTHER INCOME			
PPP loan forgiveness (note 13)	874,052	-	874,052
CHANGE IN NET ASSETS	2,495,763	2,525,544	5,021,307
NET ASSETS, BEGINNING	<u>5,642,525</u>	<u>481,524</u>	<u>6,124,049</u>
NET ASSETS, ENDING	<u>\$ 8,138,288</u>	<u>\$ 3,007,068</u>	<u>\$ 11,145,356</u>

See accompanying notes

**VOICES FOR CHILDREN
A NONPROFIT ORGANIZATION
STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS
FOR THE YEAR ENDED JUNE 30, 2021**

Page 7

	WITHOUT DONOR RESTRICTIONS	WITH DONOR RESTRICTIONS	TOTAL
REVENUE			
Gifts and contributions	\$ 3,924,616	\$ 339,310	\$ 4,263,926
Special events, net (note 11)			
(Less: direct benefit to donors of \$57,943)	1,422,222	-	1,422,222
Government funding	1,678,204	-	1,678,204
Contributed goods, services, and facilities	86,325	-	86,325
Investment Return (note 4)	40,000	53,139	93,139
Other income - (note 13)	1,173,223	-	1,173,223
	<u>8,324,590</u>	<u>392,449</u>	<u>8,717,039</u>
NET ASSETS RELEASED FROM RESTRICTION			
Satisfaction of program restrictions	150,053	(150,053)	-
	<u>8,474,643</u>	<u>242,396</u>	<u>8,717,039</u>
TOTAL REVENUE			
	8,474,643	242,396	8,717,039
OPERATING EXPENSES			
Program services	4,813,154	-	4,813,154
Management and general	479,382	-	479,382
Fundraising	930,605	-	930,605
	<u>6,223,141</u>	<u>-</u>	<u>6,223,141</u>
CHANGE IN NET ASSETS	2,251,502	242,396	2,493,898
NET ASSETS, BEGINNING	3,391,023	239,128	3,630,151
NET ASSETS, ENDING	<u>\$ 5,642,525</u>	<u>\$ 481,524</u>	<u>\$ 6,124,049</u>

See accompanying notes

VOICES FOR CHILDREN
A NONPROFIT ORGANIZATION
STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2022

Page 8

	PROGRAM SERVICES	MANAGEMENT AND GENERAL	FUNDRAISING	TOTAL
EXPENSES				
Operating				
Children's assistance fund	\$ 65,382	\$ -	\$ -	\$ 65,382
Credit card fees	1,492	-	28,584	30,076
Dues and subscriptions	53,333	15,010	26,577	94,920
Employee benefits	232,242	27,756	38,761	298,759
Equipment and maintenance	37,571	136	982	38,689
Insurance	57,527	-	-	57,527
Marketing	204,404	-	-	204,404
Materials	26,717	4,298	3,443	34,458
Mileage and meals	104,207	4,164	3,069	111,440
Office supplies	29,378	2,521	420	32,319
Payroll taxes	274,089	26,721	49,692	350,502
Printing	10,479	49	49	10,577
Postage	7,620	194	2,165	9,979
Professional services	18,078	27,100	7,450	52,628
Rent	340,146	30,825	53,190	424,161
Salaries	3,598,449	383,001	684,976	4,666,426
Telephone	51,412	4,446	6,172	62,030
Workers' compensation	19,865	1,862	3,330	25,057
Special Events				
Catering	-	-	10,424	10,424
Other event costs	-	-	43,638	43,638
Outside services	-	-	62,702	62,702
Printing	-	-	14,339	14,339
Site and equipment rental	-	-	312,865	312,865
In-Kind Donations				
Event tickets	7,723	-	-	7,723
Professional services	1,650	-	-	1,650
Supplies	21,107	-	-	21,107
TOTAL EXPENSES				
BEFORE DEPRECIATION	5,162,871	528,083	1,352,828	7,043,782
Depreciation	50,227	4,967	8,571	63,765
TOTAL EXPENSES	5,213,098	533,050	1,361,399	7,107,547
Less: Direct benefits to donors at special events included in revenue	-	-	(189,691)	(189,691)
TOTAL EXPENSES INCLUDED IN THE EXPENSE SECTION OF THE STATEMENT OF ACTIVITIES	\$ 5,213,098	\$ 533,050	\$ 1,171,708	\$ 6,917,856

See accompanying notes

VOICES FOR CHILDREN
A NONPROFIT ORGANIZATION
STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2021

Page 9

EXPENSES	PROGRAM SERVICES	MANAGEMENT AND GENERAL	FUNDRAISING	TOTAL
Operating				
Children's assistance fund	\$ 59,378	\$ -	\$ -	\$ 59,378
Credit card fees	844	-	12,884	13,728
Dues and subscriptions	58,462	20,999	20,024	99,485
Employee benefits	233,191	14,852	34,708	282,751
Equipment and maintenance	44,617	222	673	45,512
Insurance	55,197	-	-	55,197
Marketing	162,211	-	-	162,211
Materials	24,178	1,452	3,743	29,373
Mileage and meals	40,987	124	686	41,797
Office supplies	27,444	5,227	1,623	34,294
Payroll taxes	247,450	25,724	43,482	316,656
Printing	9,223	191	293	9,707
Postage	6,841	295	2,831	9,967
Professional services	50,680	42,858	82,690	176,228
Rent	326,946	29,737	51,896	408,579
Salaries	3,323,508	327,495	598,424	4,249,427
Telephone	47,444	4,107	6,141	57,692
Workers' compensation	22,977	2,342	4,178	29,497
Special Events				
Catering	-	-	10,264	10,264
Other event costs	-	-	18,855	18,855
Outside services	-	-	34,427	34,427
Printing	-	-	14,270	14,270
Site and equipment rental	-	-	39,900	39,900
In-Kind Donations				
Equipment	-	-	-	-
Event tickets	240	-	-	240
Professional services	12,458	-	-	12,458
Supplies	19,270	-	-	19,270
TOTAL EXPENSES	4,773,546	475,625	981,992	6,231,163
BEFORE DEPRECIATION				
Depreciation	39,608	3,757	6,556	49,921
TOTAL EXPENSES	4,813,154	479,382	988,548	6,281,084
Less: Direct benefits to donors at special events included in revenue	-	-	(57,943)	(57,943)
TOTAL EXPENSES INCLUDED IN THE EXPENSE SECTION OF THE STATEMENT OF ACTIVITIES	\$ 4,813,154	\$ 479,382	\$ 930,605	\$ 6,223,141

See accompanying notes

**VOICES FOR CHILDREN
A NONPROFIT ORGANIZATION
STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED JUNE 30, 2022 AND 2021**

Page 10

	2022	2021
CASH FLOWS PROVIDED/(USED) BY OPERATING ACTIVITIES		
Change in net assets	\$ 5,021,307	\$ 2,493,898
ADJUSTMENTS TO RECONCILE CHANGE IN NET ASSETS TO NET CASH PROVIDED BY OPERATING ACTIVITIES		
Depreciation and amortization	63,765	49,921
Net unrealized (gain)/loss on investments	65,555	(70,498)
Donations of marketable securities included in contributions	(635,035)	(446,712)
PPP loan forgiveness	(874,052)	-
Change in operating assets and liabilities:		
Pledges receivable	(2,650,650)	32,983
Grants receivable	(59,989)	(19,516)
Prepaid expenses	(31,845)	(93,572)
Other receivable	790,454	(1,173,223)
Other assets	1,200	-
Accrued expenses	(114,747)	226,287
Deferred rent	(21,533)	(4,145)
Deferred revenue	(196,132)	532,554
	(3,663,009)	(965,921)
NET CASH PROVIDED BY OPERATING ACTIVITIES	1,358,298	1,527,977
CASH FLOWS PROVIDED BY INVESTING ACTIVITIES		
Purchase of property and equipment	(137,960)	(53,760)
Proceeds on sale of marketable securities	793,035	693,706
Purchase of marketable securities	(171,558)	(264,657)
	483,517	375,289
CASH FLOWS PROVIDED BY FINANCING ACTIVITIES		
Proceeds from PPP loan payable	-	874,052
NET INCREASE IN CASH AND RESTRICTED CASH	1,841,815	2,777,318
CASH AND RESTRICTED CASH, BEGINNING OF YEAR	5,658,129	2,880,811
CASH AND RESTRICTED CASH, END OF YEAR	\$ 7,499,944	\$ 5,658,129

See accompanying notes

**VOICES FOR CHILDREN
A NONPROFIT ORGANIZATION
NOTES TO THE FINANCIAL STATEMENTS
JUNE 30, 2022 AND 2021**

Page 11

NOTE 1 THE ORGANIZATION

Voices for Children (the "Organization") was founded in 1980 and incorporated as a private nonprofit organization on August 12, 1982, under Section 501(c)(3) of the Internal Revenue Code and under the laws of the State of California. The Organization operates the only Court Appointed Special Advocate (CASA) Programs in San Diego County and in Riverside County, providing critical advocacy to abused, neglected children who have been placed in the foster care system. Voices for Children recruits, trains, and supervises a large corps of volunteer CASAs, and through them transforms the lives of foster children by advocating on their behalf in the court, community, and schools. CASA volunteers undergo extensive training before being assigned to the cases of foster children. CASAs act as fact-finders for the judges, providing critical information needed to make life-altering decisions for these children. CASA volunteers get to know their court-appointed child by talking with everyone in that child's life: parents and relatives, foster parents, teachers, medical professionals, attorneys, and social workers. They use the information they gather to inform judges and others about what the child needs and they help find the best permanent home for them.

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Accounting - The financial statements have been prepared using the accrual method in conformity with generally accepted accounting principles.

Basis of presentation - Under accounting standards on financial statements of not-for-profit organizations, the Organization is required to report information regarding its financial position and activities according to two classes of net assets: net assets without donor restrictions, and net assets with donor restrictions.

Net assets without donor restrictions - Consists of assets which are fully available, at the discretion of management and the Board of Directors, for the Organization to utilize in any of its programs or supporting services. At June 30, 2022 and 2021, net assets without donor restrictions totaling \$121,640 and \$141,110 respectively, have been designated by the Board of Directors as an endowment for the purpose of securing the Organization's long term financial viability.

Net assets with donor restrictions - Net assets with donor restrictions consist of contributed funds subject to donor-imposed restrictions contingent upon specific performance of a future event or a specific passage of time before the Organization may spend the funds. At June 30, 2022 and 2021 the Organization had donor restricted assets of \$3,007,068 and \$481,524 respectively.

Estimates - The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Cash - The Organization considers financial instruments with a fixed maturity date of less than three months to be cash equivalents.

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Restricted cash – The Organization follows Accounting Standards Update (ASU) 2016-18, *Statement of Cash Flows Topic 230: Restricted Cash*, which provides guidance on the cash flows statement presentation and disclosure of restricted cash.

Investments - The Organization reports its investments in accordance with generally accepted accounting principles for not-for-profit organizations, which establish accounting standards for investments in certain equity securities and for all debt securities. The guidance prescribes that covered investments be reported in the statement of financial position at fair value with any realized or unrealized gains or losses reported in the statement of activities. Investment income is recognized as revenue in the period it is earned and gains and losses are recognized as changes in net assets in the accounting period in which they occur.

Fair Value Measurement - The Organization follows accounting standards consistent with the FASB codification which defines fair value, establishes a framework for measuring fair value, and enhances disclosures about fair value measurements for all financial assets and liabilities.

Property and Equipment - The Organization capitalizes property and equipment in excess of \$500 that has a useful life of five to seven years. Property and equipment are carried at cost. Contributed property and equipment is recorded at fair value at the date of donation. If donors stipulate how long the assets must be used, the contributions are recorded as restricted support. In the absence of such stipulations, contributions of property and equipment are recorded as unrestricted support. Depreciation is computed using the straight-line method of depreciation over the assets' estimated useful lives of five to seven years. Maintenance and repairs are charged to the expense as incurred; major renewals and betterments are capitalized. When items of property and equipment are sold or retired, the related cost and accumulated depreciation are removed from the accounts and any gain or loss is included in income.

Deferred Revenue - Revenues received in advance of a special event are deferred. The revenues are recognized when the event occurs.

Contributions - Contributions received are considered to be without donor restrictions and available for general use unless designated by the donor for a specific purpose. All donor-restricted support is reported as an increase in net assets with donor restrictions. When a restriction expires (that is, when a stipulated time restriction ends or purpose restriction is accomplished), net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the statement of activities as net assets released from restrictions.

Pledges Receivables - Pledges receivables consist of unconditional promises to give and are recorded in the year the promise is made. Conditional promises are not recognized until the conditions are substantially met. Unconditional promises to give that are expected to be collected within one year are recorded at their net realizable value. Unconditional promises to give that are expected to be collected in future years are recorded at the present value of estimated cash flows. The Organization provides for probable losses on pledges receivable using the allowance method. The allowance is determined based on management's experience and collection efforts.

The discounts on pledge receivables are computed using the estimated market interest rate applicable to the years in which the promises are received. Amortization of the discount is included in

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contribution revenue. The interest rate used in computing the discount of estimated future cash flows was 4% for long-term pledges received in 2022 and 2021.

Contributed Goods, Services and Facilities – The Organization has received substantial donations of goods, professional services, and use of facilities. These in-kind donations are valued at their fair value at the date of donation and are reported as unrestricted support unless explicit donor stipulations specify how donated assets must be used. The Organization recognizes the value of contributed services received if such services create or enhance nonfinancial assets or require specialized skills that are provided by individuals possessing those skills and would typically need to be purchased if not contributed.

The In-kind Contributions consist of the following for the year ended June 30:

	2022	2021
Donated facilities	\$ 27,357	\$ 27,357
Event tickets	7,723	240
Professional services	1,650	12,458
Other miscellaneous contributions	21,107	19,270
Equipment	-	27,000
	\$ 57,837	\$ 86,325

An integral component of the Organization's work with foster children is its network of almost 1,400 volunteers. Many volunteers dedicate 20-25 hours or more each month to their activities with foster children and the Organization tracks their reported hours. For fiscal years ending June 30, 2022 and 2021, the combined donated hours reported by all the Organization's volunteers totaled approximately 117,000. The value of these hours is substantial, as the Independent Sector values similar services in California at \$35.56 per hour as of 2021, the most recent data available (the Independent Sector's volunteer value is based on the hourly earnings provided by the Bureau of Labor Statistics, indexed to determine state's values, and increased by 15.7 percent estimated for fringe benefits). The Organization's volunteers are highly trained and closely supervised in their court advocacy and assessment activities; however, they do not meet the criteria under generally accepted accounting principles to be recorded as donated services.

Functional Allocation of Expenses – The cost of providing the various programs and other activities have been summarized on a functional basis in the statement of activities and changes in net assets. Expenditures which can be identified with a specific program or support service are allocated directly, according to their natural expenditure classification. Costs that are common to several functions are allocated among the program and supporting services on the basis of time records, space utilized, and estimates made by the Organization's management.

Advertising Costs - The Organization expenses advertising costs as incurred. Advertising expense for the years ended June 30, 2022 and 2021 was \$204,404 and \$162,211 respectively.

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Income Taxes - The Organization is exempt from federal and state of California income taxes under Section 501(c)(3) of the Internal Revenue Code and did not conduct unrelated business activities. Therefore, no provision has been made for federal income taxes in the accompanying financial statements. The Organization follows accounting standards which provide accounting and disclosure guidance about positions taken by an entity in its tax returns that might be uncertain. Management has considered its tax position and believes that all of the positions taken in its exempt-organization tax returns are more likely than not to be sustained upon examination. As of June 30, 2022 and 2021, the Organization has not accrued interest or penalties related to uncertain tax positions. The Organization files tax returns in the U.S. Federal jurisdiction and the State of California.

Recent accounting pronouncements

In February 2016, the FASB issued Accounting Standards Update (ASU) No. 2016-02, *Leases (Topic 842)*, which replaced existing lease accounting guidance. The new standard is intended to provide enhanced transparency and comparability by requiring lessees to record right-of-use (ROU) assets and corresponding lease liabilities on the balance sheet. ROU assets represent the Organization's right to use an underlying asset for the lease term and lease liabilities represent the Organization's obligation to make lease payments arising from the lease. The new guidance requires the Organization to continue to classify leases as either an operating or finance lease, with classification affecting the pattern of expense recognition in the income statement. In addition, the new standard requires enhanced disclosure surrounding the amount, timing and uncertainty of cash flows arising from leasing agreements.

The new standard will be effective for the Organization beginning on July 1, 2022, with early adoption permitted, though the Organization currently anticipates adopting the new standard on the effective date. The new standard must be adopted using a modified retrospective method, which requires application of the new guidance at the beginning of the earliest comparative period presented and provides for certain practical expedients. The organization is assessing the effect of the new standard on its financial statements, though it does not anticipate changes to its current revenue recognition practices.

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NOTE 3 CASH

The Organization maintains its cash in two national commercial banks. Accounts at these institutions are partially insured by the Federal Deposit Insurance Corporation (FDIC). At June 30, 2022 and 2021, the Organization had approximately \$7,200,000 and \$5,519,000, respectively, in excess of their insured limits at the financial institutions. The Organization has not experienced any losses in such accounts. Management believes that the Organization is not exposed to any significant credit risk with respect to its cash.

Cash consists of the following:

	<u>2022</u>	<u>2021</u>
Unrestricted cash	\$ 7,365,690	\$ 5,491,277
Restricted cash	134,254	166,852
	<u>\$ 7,499,944</u>	<u>\$ 5,658,129</u>

The restricted accounts have donor restrictions on their use and cannot be used for the Organization's operational expenses.

NOTE 4 INVESTMENTS

Investments consist of the following:

<u>2022</u>	<u>Cost</u>	<u>Fair value</u>
Bond funds	\$ 88,294	\$ 81,747
Equity funds	247,099	214,487
	<u>\$ 335,393</u>	<u>\$ 296,234</u>
<u>2021</u>	<u>Cost</u>	<u>Fair value</u>
Bond funds	\$ 48,508	\$ 50,230
Equity funds	268,208	298,001
	<u>\$ 316,716</u>	<u>\$ 348,231</u>

The following schedule summarizes the investment return of the investments held by the Organization for the years ended June 30:

	<u>2022</u>	<u>2021</u>
Net realized and unrealized gain on investments	\$ (65,555)	\$ 70,498
Interest and dividends	20,735	24,125
Less: investment fees	(1,821)	(1,484)
	<u>\$ (46,641)</u>	<u>\$ 93,139</u>

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NOTE 5 PLEDGES RECEIVABLE

Pledges receivable consist of the following at June 30:

	2022	2021
Pledges receivable - due in less than one year	\$ 1,163,264	\$ 455,177
*Pledges receivable - due in excess of one year	2,100,000	-
	3,263,264	455,177
Less: discount	(157,437)	-
	\$ 3,105,827	\$ 455,177

The following is a schedule by years of receipts for pledges as of June 30:

2022	\$ 1,163,264
2023	700,000
2024	700,000
2025	700,000
	\$ 3,263,264

*The long-term pledges receivable are due from a single donor. Management estimates this amount to be fully collectible.

NOTE 6 GRANTS RECEIVABLE

Grants receivable consists of amounts due from various state agencies for the salaries of certain program employees, that have been incurred. As of June 30, 2022 and 2021, amounts due from various state agencies were \$382,759 and \$322,770 respectively. An allowance for doubtful accounts is accounted for using the specific identification method and uncollectible accounts are written-off after all collection attempts have been exhausted. Management believes that all grants receivable were collectible as of June 30, 2022 and 2021, therefore no allowance has been recorded.

NOTE 7 FAIR VALUE MEASUREMENT

The Organization follows the methods of fair value measurement to value its financial assets. Fair value is based on the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. In order to increase consistency and comparability in fair value measurements, a fair value hierarchy that prioritizes observable and unobservable inputs used to measure fair value into three broad levels has been established, which are described below:

Level 1: Quoted prices (unadjusted) in active markets that are accessible at the measurement date for identical assets or liabilities. The fair value hierarchy gives the highest priority to Level 1 inputs.

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Level 2: Observable inputs other than Level 1 prices such as quoted prices for similar assets or liabilities; quoted prices in inactive markets; or model-derived valuations in which all significant inputs are observable or can be derived principally from or corroborated with observable market data.

Level 3: Unobservable inputs are used when little or no market data is available. The fair value hierarchy gives the lowest priority to Level 3 inputs.

In determining fair value, the Organization utilizes valuation techniques that maximize the use of observable inputs and minimize the use of unobservable inputs to the extent possible as well as considers counterparty credit risk in its assessment of fair value. There were no changes in the methods used to measure fair value at June 30, 2022 and 2021.

Financial assets and liabilities carried at fair value at June 30, 2022 and 2021 are classified below in one of three categories described above. The tables below present the balances of assets measured at fair value on a recurring basis.

	2022 Level 1	2022 Level 2	2022 Level 3	2022 Total
Mutual funds	\$ 175,604	\$ -	\$ -	\$ 175,604
Bond funds	81,747	-	-	81,747
Exchange traded funds	38,883	-	-	38,883
	<u>\$ 296,234</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 296,234</u>
	2021 Level 1	2021 Level 2	2021 Level 3	2021 Total
Mutual funds	\$ 274,932	\$ -	\$ -	\$ 274,932
Bond funds	50,230	-	-	50,230
Exchange traded funds	23,069	-	-	23,069
	<u>\$ 348,231</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 348,231</u>

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NOTE 8

Major categories of property and equipment are summarized as follows:

	Balance June 30, 2021	Additions	Disposals	Balance June 30, 2022
Office furniture and equipment	\$ 329,789	\$ 7,439	\$ -	\$ 337,228
Computers	324,362	130,521	-	454,883
Phone system	46,390	-	-	46,390
	<u>\$ 700,541</u>	<u>\$ 137,960</u>	<u>\$ -</u>	<u>838,501</u>
Accumulated depreciation				(612,512)
				<u>\$ 225,989</u>

Depreciation expense was \$63,765 and \$49,921 for the years ended June 30, 2022 and 2021, respectively.

	Balance June 30, 2020	Additions	Disposals	Balance June 30, 2021
Office furniture and equipment	\$ 296,396	\$ 33,393	\$ -	\$ 329,789
Computers	303,995	20,367	-	324,362
Phone system	46,390	-	-	46,390
	<u>\$ 646,781</u>	<u>\$ 53,760</u>	<u>\$ -</u>	<u>700,541</u>
Accumulated depreciation				(548,747)
				<u>\$ 151,794</u>

NOTE 9 ACCRUED EXPENSES

Accrued expenses consist of the following:

	2022	2021
Accrued vacation	\$ 319,537	\$ 261,209
Accrued payables	106,359	130,873
Accrued payroll	80,226	228,787
	<u>\$ 506,122</u>	<u>\$ 620,869</u>

NOTE 10 LINE OF CREDIT

The Organization has a line of credit for \$400,000 with California Bank & Trust. The Organization has drawn \$0 against this line as of June 30, 2022 and 2021. The line of credit is collateralized by substantially all of the assets of the Organization. The interest rate on the line is 5.63% at June 30, 2022. The line of credit matures on August 14, 2024.

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NOTE 11 RETIREMENT PLAN

The Organization maintains a tax-deferred retirement plan qualified under Section 403(b) of the Internal Revenue Code. Eligible employees may contribute a percentage of their compensation to the plan. The Organization does not make contributions to the plan.

While the Organization expects to continue the plan indefinitely, it has reserved the right to modify, amend, or terminate the plan. In the event of termination, the entire amount contributed under the plan must be applied to the payment of benefits to the participants or their beneficiaries.

NOTE 12 SPECIAL EVENTS

Special events revenues and expenses are directly related to fundraising and consist of the following:

	<u>2022</u>	<u>2021</u>
Revenue		
Starry starry night	\$ 2,124,095	\$ 1,272,750
Uplifting voices	375,855	-
Fostering hope golf classic	177,720	185,422
Other fundraisers	31,685	21,993
	<u>2,709,355</u>	<u>1,480,165</u>
Expenses		
Starry starry night	344,592	61,149
Uplifting voices	52,850	-
Fostering hope golf classic	42,356	53,804
Other fundraisers	4,170	2,761
	<u>443,968</u>	<u>117,714</u>
	<u>\$ 2,265,387</u>	<u>\$ 1,362,451</u>

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NOTE 13 PPP FUNDS

On January 25, 2021, the Organization entered into note payable agreement with California Bank & Trust Bank for \$870,285, pursuant to the Paycheck Protection Program (PPP) under the Coronavirus Aid, Relief and Economic Security Act (CARES Act). The note matures two years from the disbursement date and bears interest at a rate of 1.000% per annum, with the first six months of interest deferred. Principal and interest are payable monthly commencing six months after the disbursement date and may be prepaid by the Organization at any time prior to maturity with no prepayment penalties. Under the terms of the CARES Act, PPP loan recipients can apply for and be granted forgiveness for all or a portion of loans granted under the PPP. The note is subject to forgiveness to the extent proceeds are used for payroll costs, including payments required to continue group health care benefits, and certain rent, utility, and mortgage interest expenses (qualifying expenses), pursuant to the terms and limitations of the PPP. On June 3, 2022, the Organization received an approval letter from the Small Business Administration, stated that their PPP Loan and any accrued interest had been fully forgiven. The loan forgiveness has been recorded and is included as PPP loan forgiveness, on the statement of activities and changes in net assets, for the year ended June 30, 2022.

NOTE 14 OTHER RECEIVABLE

On July 29, 2021 the Organization filed for the Employee Retention Credit (ERC). Laws and regulations concerning government programs, including the ERC established by the Coronavirus Aid, Relief, and Economic Security (CARES) Act, are complex and subject to varying interpretations. Claims made under the CARES Act may also be subject to retroactive audit and review. There can be no assurance that regulatory authorities will not challenge the Organization's claim to the ERC, and it is not possible to determine the impact (if any) this would have upon the Organization. A receivable has been recorded for \$1,173,223 on the statement of financial position for the amount Organization expects to receive for the year-ended June 30, 2021. That amount has been included as other income on the statement of activities for the year-ended June 30, 2021. As of June 30, 2022, approximately \$790,000 of the receivable had been collected.

NOTE 15 COMMITMENTS

The Organization is currently leasing office space under an operating lease that expires in March 2024. Rent expense for 2022 and 2021 was \$424,161 and \$408,579 respectively; which includes \$27,357 of donated office space from the Juvenile Court for the years ended June 30, 2022 and 2021. The Organization expects that the Juvenile Court will make such in-kind donations in the future.

The organization entered into an eighty-eight month building lease agreement on July 1, 2015. The lease is effective July 1, 2015 and expires on March 31, 2024. Base rent is initially set at approximately \$26,300. Total base rent payable over the lease period is \$3,006,630.

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Minimum future payments under non-cancelable operating leases, in aggregate, having remaining terms in excess of one year for the years ended June 30 are as follows:

2023	365,148	
2024	287,550	
	\$ 652,698	

NOTE 16 ENDOWMENT FUND

In 2017 the Organization received funds totaling \$100,000 from two donors, for the purpose of establishing a restricted endowment fund, in the honor of former President/CEO Sharon M. Lawrence. During 2018, the Organization received an additional \$62,500. As a result, the Organization is now subject to an enacted version of the Uniform Prudent Management of Institutional Funds Act (UPMIFA). The Organization's Board of Directors has interpreted the UPMIFA as permitting the expenditure or accumulation of as much of endowment funds as the Organization determines to be prudent for the uses, benefits, purposes and duration for which the endowment fund was established, even if this results in the occasional invasion of the endowment's historical gift value. Thus, at times, the value of donor-restricted assets may fall below the level that a donor requires the Organization to maintain as restricted net assets. As of June 30, 2022 and 2021, the value of the donor-restricted assets had not fallen below the original donated level.

The Organization classifies as restricted endowment net assets (a) the original value of gifts used to establish endowments and (b) the original value of subsequent gifts to endowments: collectively known as "historical gift value." Board designated endowment funds are classified as net assets without donor restrictions, available to be appropriated for expenditure by the Center.

Included in marketable securities on the Statement of Financial Position are donor restricted and board designated investments held in an endowment fund. The objective of the endowment fund is to support the continuing operations of the Organization. During the fiscal year ending June 30, 2018, the Organization delegated authority over the investment of the Endowment Fund to the Finance Committee (the "Committee"). The Committee is responsible for the oversight of the investments of the Endowment Fund and for reporting on the Fund's performance to the Board. The Committee is authorized to retain an investment manager to make investment decisions.

To achieve the desired objective, the Organization will adopt an investment policy that attempts to maximize total return consistent with an acceptable level of risk. Endowment assets are typically invested in a well-diversified asset mix, which includes equity and debt securities, that is intended to result in a consistent inflation-protected rate of return that has sufficient liquidity to meet the annual distribution policy rules while growing the fund if possible. Investment risk is measured in terms of the total endowment fund, investment assets, and allocation between asset classes. Strategies are managed to not expose the fund to unacceptable levels of risk.

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Endowment payout is defined as a fixed percentage of the market value of the Endowment Funds that can be used for appropriation every year. This amount will be available for Organization-wide operating purposes, including investment management fees for the Endowment Fund. As of June 30, 2022, the endowment payout is set at 5% as determined by the finance committee.

The portion of the Endowment Fund that is classified as with donor restrictions (to be held in perpetuity) is not reduced by losses on the investments of the fund. Losses on the investments of the funds reduce the net assets with donor restrictions to the extent that donor-imposed temporary restrictions on net appreciation of the fund have not been met before the loss occurs. Any remaining losses reduce net assets without donor restrictions. All additions over the historical gift value may, subject to the discretion of the board of directors, to be used to fund distributions supporting the purposes of the fund.

Changes in endowment net assets as of June 30, 2022 are as follows:

	With donor restrictions	Without donor restrictions	Total endowment net assets
Endowment net assets, beginning of year	\$ 224,672	\$ 141,110	\$ 365,782
Investment income	10,651	7,111	17,762
Unrealized gain on investments	(38,982)	(25,850)	(64,832)
Investment and trustee fees	(1,090)	(731)	(1,821)
Endowment net assets, end of year	<u>\$ 195,251</u>	<u>\$ 121,640</u>	<u>\$ 316,891</u>

Endowment net asset composition by type of fund as of June 30, 2022:

	With donor restrictions	Without donor restrictions	Endowment net assets
Donor-restricted endowment funds	\$ 195,251	\$ -	\$ 195,251
Board-designated endowment funds	-	121,640	121,640
Total funds	<u>\$ 195,251</u>	<u>\$ 121,640</u>	<u>\$ 316,891</u>

Changes in endowment net assets as of June 30, 2021 are as follows:

	With donor restrictions	Without donor restrictions	Total endowment net assets
Endowment net assets, beginning of year	\$ 171,533	\$ 106,275	\$ 277,808
Investment income	11,286	7,674	18,960
Unrealized gain on investments	42,740	27,758	70,498
Investment and trustee fees	(887)	(597)	(1,484)
Endowment net assets, end of year	<u>\$ 224,672</u>	<u>\$ 141,110</u>	<u>\$ 365,782</u>

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Endowment net asset composition by type of fund as of June 30, 2021:

	With donor restrictions	Without donor restrictions	Endowment net assets
Donor-restricted endowment funds	\$ 224,672	\$ -	\$ 224,672
Board-designated endowment funds	-	141,110	141,110
Total funds	<u>\$ 224,672</u>	<u>\$ 141,110</u>	<u>\$ 365,782</u>

NOTE 17 NET ASSETS

Net assets released from donor restrictions by incurring expenses satisfying the restricted purpose or by occurrence of the passage of time or events specified by donors during fiscal years ended June 30 are as follows:

	2022	2021
Purpose restrictions accomplished:		
Grant fulfillment	\$ 61,755	\$ 92,819
Children's assistance program	65,382	57,234
	<u>\$ 127,137</u>	<u>\$ 150,053</u>

Net assets consist of the following at June 30:

	2022	2021
Without donor restrictions:		
Undesignated and unrestricted	\$ 8,016,648	\$ 5,501,415
Board designated	121,640	141,110
	<u>8,138,288</u>	<u>5,642,525</u>
With donor restrictions		
Time restricted - pledges receivable (net of discounts)	\$ 2,652,563	\$ -
Grant fulfillment	25,000	86,547
Children's assistance program	134,254	170,305
Endowments held in perpetuity	162,500	162,500
Accumulated endowment earnings	32,751	62,172
	<u>3,007,068</u>	<u>481,524</u>
	<u>\$ 11,145,356</u>	<u>\$ 6,124,049</u>

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NOTE 18 LIQUIDITY AND AVAILABILITY

The Organization is substantially supported by contributions without donor restrictions. Contributions and expenses are monitored on a monthly basis by the Organization's management and a committee of the Board of Directors. The level of assets are monitored on an annual basis. The Organization's goal is to be able to function within the boundaries of the income received throughout the year.

The Organization currently has a line of credit established with a local bank. The line of credit ensures short-term financial ability of the Organization to pay general expenditures. As part of the Organization's liquidity management, it has structured its financial assets to be available as its general expenditures, liabilities, and other obligations come due. In addition, the Organization manages its liquidity following three guiding principles: operating within a prudent range of financial stewardship and stability, maintaining adequate liquid assets to fund near term operating needs, and maintaining sufficient funds to provide reasonable assurance that long-term obligations will be discharged.

The following reflects the Organization's financial assets as of June 30, 2022 and 2021, reduced by amounts not available for general use because of contractual or donor-imposed restrictions within one year of the statement of financial position date:

Financial assets, at year-end:	2022	2021
Cash	\$ 7,499,944	\$ 5,658,129
Pledge receivable	3,105,827	455,177
Grants receivable	382,759	322,770
Other receivable	382,769	1,173,223
Marketable securities	296,234	348,231
Total financial assets	11,667,533	7,957,530
Less those unavailable for general expenditures within one year, due to contractual or donor-imposed restrictions:		
Restricted by time - pledges receivable (net of discounts)	(1,942,563)	-
Restricted by purpose	(159,254)	(256,852)
Endowment funds held in perpetuity	(162,500)	(162,500)
Accumulated endowment earnings	(32,751)	(62,172)
	(2,297,068)	(481,524)
Financial assets available to meet general expenditures within one year	\$ 9,370,465	\$ 7,476,006

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NOTE 19 SUBSEQUENT EVENTS

Management has evaluated subsequent events through November 8, 2022, the date which the financial statements were available to be issued. There were no material subsequent events which affected the amounts or disclosures in the financial statements.

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SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED JUNE 30, 2022

Federal Agency Name	Pass Through Agency	Federal Program Title	Assistance Listing Number	Other Identification Number	Expenditures	
					Federal Expenditures	Passed-through to subrecipients
U.S. Department of Justice	California Governors Office of Emergency Services	Crime Victims Assistance	16.575	UV 20 05 1591	\$ 118,392	\$ -
U.S. Department of Justice	California Governors Office of Emergency Services	Crime Victims Assistance	16.575	UV 21 06 1591	110,807	-
U.S. Department of Justice	California Governors Office of Emergency Services	Crime Victims Assistance	16.575	XY 20 13 1591	97,845	-
U.S. Department of Justice	California Governors Office of Emergency Services	Crime Victims Assistance	16.575	XY 21 01 1591	85,079	-
U.S. Department of Justice	California Governors Office of Emergency Services	Crime Victims Assistance	16.575	KI 21 04 1591	102,499	-
U.S. Department of Justice	California Governors Office of Emergency Services	Crime Victims Assistance	16.575	KI 20 03 1591	85,587	-
U.S. Department of Justice	California Governors Office of Emergency Services	Crime Victims Assistance	16.575	KS 20 04 1591	57,293	-

The accompanying notes to the schedule of expenditures of federal awards are an integral part of this schedule

**VOICES FOR CHILDREN
A NON PROFIT ORGANIZATION
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED JUNE 30, 2022**

Federal Agency Name	Pass Through Agency	Federal Program Title	Assistance Listing Number	Other Identification Number	Expenditures		
					Federal Expenditures	Passed-through to subrecipients	
U.S. Department of Justice	California Governors Office of Emergency Services	Crime Victims Assistance	16.575	KS 21 03 1591	188,758	-	
Total U.S. Department of Justice						846,260	-
U.S. Department of Housing and Urban Development	County of San Diego	Community Development Block Grant	14.218	565370	355,969	-	
U.S. Department of Housing and Urban Development	City of San Diego	Community Development Block Grant	14.218	b-20-mv-06-0542	100,512	-	
U.S. Department of Housing and Urban Development	City of Chula Vista	Community Development Block Grant	14.218	2021-065	30,000	-	
U.S. Department of Housing and Urban Development	City of Escondido	Community Development Block Grant	14.218		10,000	-	
U.S. Department of Housing and Urban Development	City of Santee	Community Development Block Grant	14.218		3,330	-	

The accompanying notes to the schedule of expenditures of federal awards are an integral part of this schedule

**VOICES FOR CHILDREN
A NON PROFIT ORGANIZATION
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED JUNE 30, 2022**

Federal Agency Name	Pass Through Agency	Federal Program Title	Assistance Listing Number	Other Identification Number	Expenditures	
					From Direct Awards	From Pass Through Awards
U.S. Department of Housing and Urban Development	County of Riverside	Community Development Block Grant	14.218	0.229-21	55,000	-
U.S. Department of Housing and Urban Development	City of Hemet	Community Development Block Grant	14.218		10,000	-
U.S. Department of Housing and Urban Development	City of Moreno Valley	Community Development Block Grant	14.218		30,000	-
U.S. Department of Housing and Urban Development	City of Riverside	Community Development Block Grant	14.218		8,960	-
U.S. Department of Housing and Urban Development	City of Temecula	Community Development Block Grant	14.218		6,970	-
U.S. Department of Housing and Urban Development	City of Corona	Community Development Block Grant	14.218		25,000	-
Total U.S. Department of Housing and Urban Development					635,741	-
TOTAL FEDERAL AWARDS EXPENDED					\$ 1,482,001	\$ -

The accompanying notes to the schedule of expenditures of federal awards are an integral part of this schedule

**VOICES FOR CHILDREN
A NONPROFIT ORGANIZATION
NOTES TO THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED JUNE 30, 2022**

Page 29

NOTE 1 BASIS OF ACCOUNTING

The accompanying schedule of expenditures of federal awards (the "Schedule") includes the federal grant activity of Voices for Children (the "Organization") under programs of the federal government for the year ended June 30, 2022. The information in this schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of the Organization, it is not intended to and does not present the financial position, changes in net assets, or cash flows of the Organization.

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, *Cost Principles for Non-profit Organizations*, wherein certain types of expenditures are not allowable or are limited as to reimbursement. Pass-through entity identifying numbers are presented where available.

The Organization has not elected to use the 10% de minimis indirect cost rate allowed under the Uniform Guidance (2 CFR 200.414)

NOTE 3 PROGRAM COSTS/MATCHING CONTRIBUTIONS

The amounts shown as current year expenses represent only the federal, state, and local grant portion of the program costs. Entire program costs including the Organization's portion, may be more than shown.

**VOICES FOR CHILDREN
A NONPROFIT ORGANIZATION
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED JUNE 30, 2022**

A. Summary of Auditor's Results

Financial Statements

Type of auditor's report issued: Unmodified

Internal control over financial reporting:

- Material weakness(es) identified? Yes No
- Significant deficiencies identified that are not considered material weaknesses? Yes None Reported
- Non-compliance material to financial statements noted? Yes No

Federal Awards

Internal control over major programs:

- Material weakness(es) identified? Yes No
- Significant deficiencies identified that are not considered to be material weaknesses? Yes None Reported

Type of auditor's report issued on compliance for major programs: Unmodified

Any audit findings disclosed that are required to be reported in accordance with 2 CFR Section 200.516(a)? Yes No

Identification of Major Programs

CFDA Numbers	Name of Federal Program or Cluster
14.218	Community Development Block Grant

Dollar threshold used to distinguish between Type A and Type B programs: \$ 750,000

Auditee qualified as low-risk auditee? Yes No

B. Financial Statement Findings

None noted.

C. Federal Award Findings

None noted.

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

To The Board of Directors
Voices For Children
A Nonprofit Organization

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Voices For Children (a nonprofit organization), which comprise the statement of financial position as of June 30, 2022, and the related statements of activities and changes in net assets, functional expenses and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated November 8, 2022.

Report on Internal Control Over Financial Reporting

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

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

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

Report on Compliance and Other Matters

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

Purpose of this Report

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

CONSIDINE & CONSIDINE
An Accountancy Corporation

November 8, 2022

**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR THE MAJOR PROGRAM AND ON INTERNAL
CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE**

To The Board of Directors
Voices For Children
A Nonprofit Organization

Report on Compliance for the Major Federal Program

Opinion on Major Federal Program

We have audited Voices For Children's compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on Voices For Children's major federal program for the year ended June 30, 2022. Voices For Children's major federal program is identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, Voices for Children complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on its major federal program for the year ended June 30, 2022.

Basis for Opinion on Major Federal Program

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

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

Responsibilities of Management for Compliance

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

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on Voices for Children's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about Voices for Children's compliance with the requirements of its major federal program as a whole.

In performing an audit in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance, we:

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

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

Report on Internal Control over Compliance

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

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

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

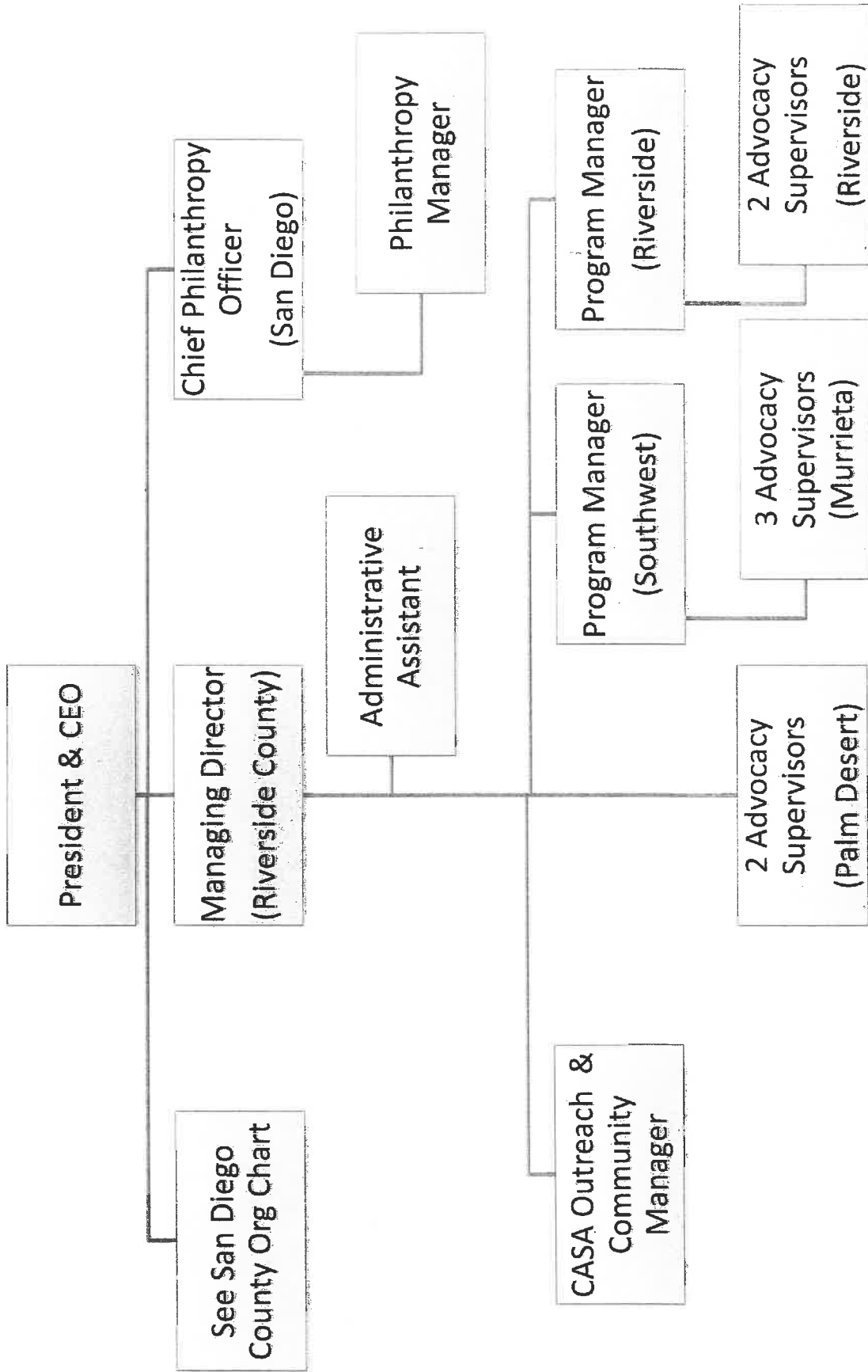
The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

CONSIDINE & CONSIDINE
An Accountancy Corporation

November 8, 2022

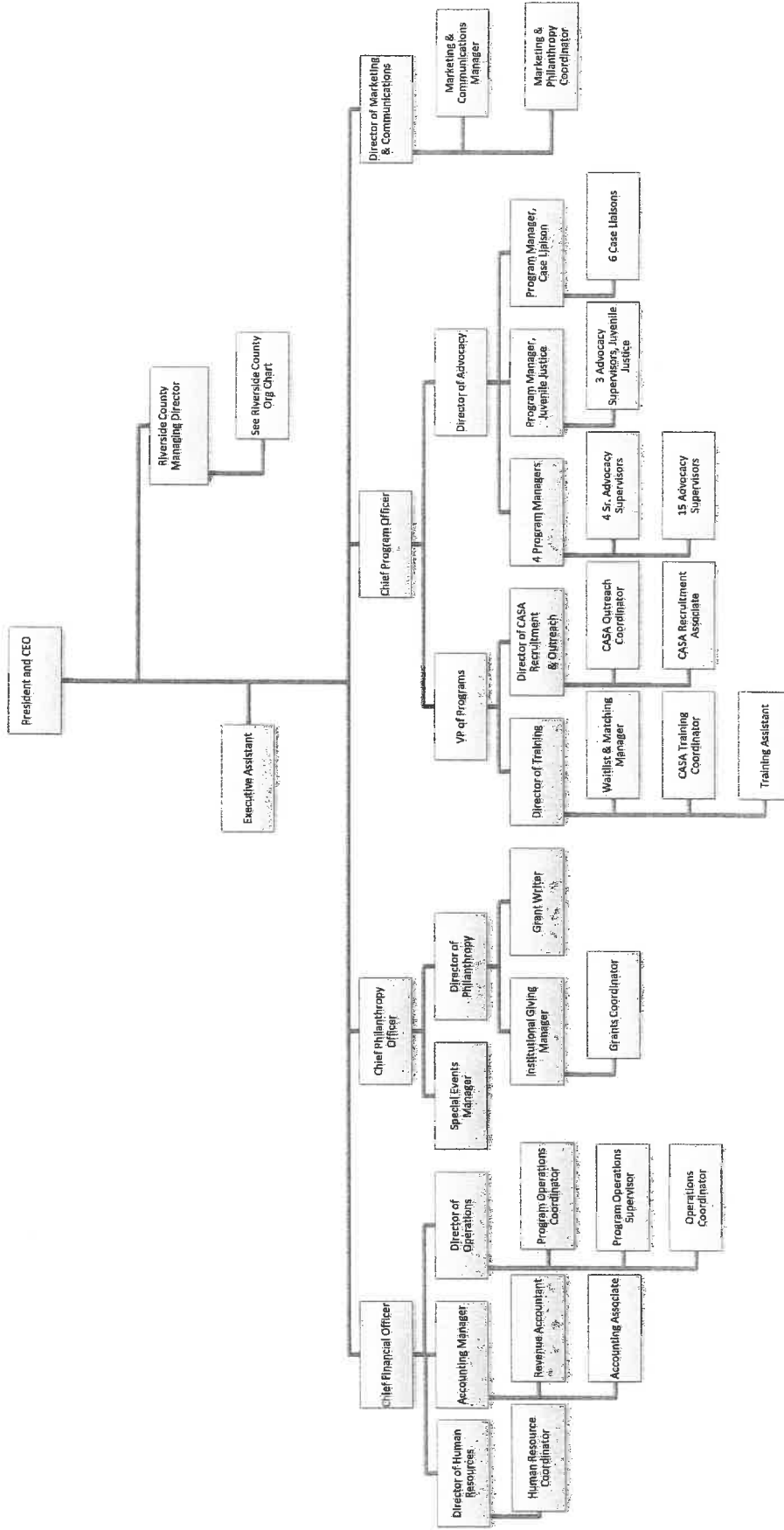
Organizational Chart (Dual County)

Figure 1. Riverside County



Organizational Chart (Dual County)

Figure 2. San Diego County



RESOLUTION OF THE BOARD OF DIRECTORS

OF Voices for Children

WHEREAS, the City of Beaumont Community Development Block Grant (CDBG) program provides funding for non-profit corporations for certain specified purposes; and

WHEREAS, Voices for Children

wants to file an application with the City of Beaumont CDBG program.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of

Voices for Children

1. Confirms that Voices for Children is a non-profit California corporation or a public agency under the laws of the State of California;
2. Approves the filing of an application with the City of Beaumont CDBG program for the 2024-2025 fiscal year; and
3. Authorizes the people listed below to sign a grant agreement with the City of Beaumont CDBG program for the 2024 - 2025 fiscal year.

1) Print Name: Jessica Muñoz

Title: President and CEO

Signature: Jessica Muñoz

2) Print Name: James Scoffin

Title: Chief Financial Officer

Signature James Scoffin

Adopted on this 23 day of July, 2023

George Tan

Board Secretary

**COUNTY OF RIVERSIDE
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

**APPLICATION FOR CITY OF Beaumont
2024- 2025 COOPERATING CITY ALLOCATION**

I. GENERAL INFORMATION

Applicant Name: City of Beaumont

Type of Organization: Non-Profit Organization Faith Based Organization

For-Profit Organization Institution of Higher Education

Cooperating City

Address: 550 E. 6th Street

City: Beaumont Zip Code: 92223

Mailing Address: _____

City: _____ Zip Code: _____

Telephone Number: 951-572-3212 Fax Number: _____

Executive Director/City Staff: Christina Taylor, Deputy City Manager

Telephone Number: 951-572-3212 E-mail: ctaylor@beaumontca.gov

Program Manager: Christina Taylor, Deputy City Manager

Telephone Number: 951-572-3212 E-mail: ctaylor@beaumontca.gov

Grant Writer: Christina Taylor

Address (If different from above): _____

Telephone Number: 951-572-3212 E-mail: ctaylor@beaumontca.gov

II. ORGANIZATIONAL HISTORY *(This is applicable only if you are a non-profit organization)*

Date Organization founded: _____

Date Organization incorporated as a non-profit organization *(Attach Articles of Incorporation and Bylaws)*: _____

Federal identification number: _____

DUNS Number: _____

Organization Web Address: _____

Does your Organization expend \$750,000 or more a year in federal funds? Y or N

Number of paid staff: _____

Number of volunteers: _____

Members/Board of Directors (*Attach*): _____

III. PROJECT ACTIVITY

A. Name of Project: Pedestrian Safety Project

B. Specific Location of Project

(Attach Project Map - include street address; if a street address has not been assigned provide APN)

Street or APN:

City: Beaumont

Zip Code: 92223

C. CDBG Funds Requested: \$156,533

(total amount for the project only)

D. Where will the proposed activity occur (be specific as to the geographic boundaries)? If the project involves a new or existing facility, what is the proposed service/benefit area for the facility?

E. In which City (ies)/Communities does the activity occur?

City (ies): Beaumont

Community (ies): Old town Beaumont (Census Tract 440)

NOTE: HWS will make the final determination of the appropriate service area of all proposals.

F. If this project benefits residents of more than one community or jurisdiction, have requests been submitted to those other entitlement jurisdictions? (i.e., County district(s) 1st, 2nd, 3rd, 4th, and/or 5th, City of Palm Springs, City of Moreno Valley, City of Riverside, etc.)

G. Check ONLY the applicable category your application represents.

- Public Service
- Homeless Activities
- Real Property Acquisition (Must consult with EDA prior to submitting application)
- Housing
- Rehabilitation/Preservation (please provide picture of structure)
- Public Facilities (construction)
- Infrastructure (i.e. Streets, Sewer, Sidewalk, etc.)
- Other: (provide description) Installation and/or repair of sidewalks, curb and gutter

H. Respond to A & B only if this application is for a **public service** project.

(a) Is this a NEW service provided by your agency? Yes No

(b) If service is not new, will the existing public service activity level be substantially increased or improved? yes increased and improved in Census tract 440

IV. PROJECT NARRATIVE

A. Provide a detailed Project Description. The description should only address or discuss the specific activities, services, or project that is to be assisted with CDBG funds. If CDBG funds will assist the entire program or activity, then provide a description of the entire program or activity.

The City would like to improve pedestrian safety in the downtown DAC area and immediate surrounding area.

~~The City has dedicated funding to the project but would like to allocate CDBG funds as well to help with the~~

cost of installing sidewalk, curb and gutter where none exist or to repair existing sidewalks.

B. Provide a detailed description of the proposed use of the CDBG funds only (e.g. construction design, purchase of specific equipment, rent, supplies, utilities, salaries, etc.):

Proposed use of funds will be for purchase of materials to restore inoperable street lighting

City currently has funds allocated to this program and the CDBG funds would be coupled with the funding allocated for FY24-25

C. What are the goals and objectives of the project, service, or activity? How will you measure and evaluate the success of the project to meet these goals and objectives (measures should be qualitative)?

The goal of this program is to improve public safety by installing or repairing sidewalks, curb and gutter

D. Please identify the project milestones using an Estimated Timeline for Project Implementation:

This project will be ongoing but expenditure of these funds will be during the FY24-25

V. PROJECT BENEFIT

A. Indicate the number of people or households that will directly benefit from your proposal using CDBG funds: *Note: This is based on the expected number of clients to be served if the County funds your project for the requested amount.*

NA

B. Indicate the number of unduplicated clients that will be served (An unduplicated client is counted only once, no matter how many direct services the client receives during a funding year):

NA

C. Length of proposed CDBG-funded activities or service (weeks, months, year):

Ongoing throughout the fiscal year

D. Service will be provided to (check one or more):

Men

Seniors

Women

Severely Disabled Adults

Children (Range of children's ages : _____)

Migrant Farm Workers

Homeless (Number of beds at facility : _____)

Families

E. What methods will be used for community involvement to assure that all who might benefit from the project are provided an opportunity to participate?

City staff has held community meetings throughout the DAC area this year to gain input from residents and property owners on concerns in the area. This proposal is a result of that input.

F. What evidence is there of a long-term commitment to the proposal? Describe how you plan to continue the work (project) after the CDBG funds are expended?

City Council has allocated funding in the current and future CIP budgets for ongoing installation and repair of sidewalks

VI. National Objective

All CDBG-funded activities must meet at least one of the following National Objectives of the CDBG program. Indicate the category of National Objective to be met by your activity.

CATEGORY A: Benefit to low-moderate income persons (must be documented). Please choose either subcategory 1 or 2:

1. Limited Clientele:

The project serves clientele that will provide documentation of their family size, income, and ethnicity. Identify the procedure you currently have in place to document that at least 51% of the clientele you serve are low-moderate income persons.

2. Clientele presumed to be principally low- and moderate-income persons:
 The following groups are presumed by HUD to meet this criterion. You will be required to submit a certification from the client (s) that they fall into one of the following presumed categories.

The activity will benefit (check one or more)

- | | |
|---|---|
| <input type="checkbox"/> Abused children | <input type="checkbox"/> Homeless persons |
| <input type="checkbox"/> Battered spouses | <input type="checkbox"/> Illiterate adults |
| <input type="checkbox"/> Elderly persons | <input type="checkbox"/> Persons living with AIDS |
| <input type="checkbox"/> Severely disabled adults | <input type="checkbox"/> Migrant Farm workers |

- a. Describe the clientele above to be served by this activity:

- b. Discuss how this project directly benefits low- and moderate- income residents:

CATEGORY B: Area Benefit - The project or facility serves, or is available to, ALL persons located within an area where at least 51% of the residents are low/moderate-income. (Applicant is welcome to contact a County of Riverside, HWS CDBG Program Manager for Census Information)

2010 Census Tract and Block Group numbers:

(must use 2011-2015 ACS data pursuant to HUD Notice -C&D-19-02)

<https://hud.maps.arcgis.com/apps/webappviewer/index.html?id=ffd0597e8af24f88b501b7e7f326bedd>

___440___

-

-

Total population in Census Tract(s) / block group(s): 3720

Total percentage of low-moderate population in Census Tract(s) / block group(s): 57.04

CATEGORY C: Activities undertaken to create or retain permanent jobs, at least 51% of which will be made available to or held by low/moderate-income persons.

Proposed Job Creation/Retention

Total Jobs Expected to Create: _____

Total Jobs Expected to Retain: _____

CATEGORY D: Activities that provide assistance to micro-enterprise owners/developers who are low/moderate-income.

Proposed Assistance to Businesses

New Businesses expected to assist: _____

Existing Businesses expected to assist: _____

Enter Total Businesses expected to assist: _____

VII. FINANCIAL INFORMATION

A. Proposed Project Budget

Complete the following annual program budget to begin July 1, 2023. If your proposed CDBG-funded activity will start on a date other than July 1, 2023, please indicate starting date. Provide total Budget information and distribution of CDBG funds in the proposed budget.

The budgeted items are for the specific activity for which you are requesting CDBG funding - NOT for the budget of the “entire” organization or agency. (Note: CDBG funds requested must match amount requested in Project Activity, C above.)

(EXAMPLE: The Valley Senior Center is requesting funding for a new Senior Nutritional Program. The total cost of the program is \$15,000 and \$10,000 in CDBG funds is being requested for operating expenses associated with the proposed activity. The total Activity/Project Budget will include \$5,000 of other non-CDBG funding and \$10,000 in CDBG funds for a Grand Total of \$15,000).

	TOTAL ACTIVITY/ PROJECT BUDGET (Include non-CDBG Funds and CDBG Funds)	CDBG FUNDS REQUESTED-Only
I. Personnel		
A. Salaries & Wages	\$ _____	\$ _____
B. Fringe Benefits	\$ _____	\$ _____
C. Consultants & Contract Services	\$586,000 _____	\$ _____
PERSONNEL SUB-TOTAL	\$ 586,000 _____	\$ _____

II. Non-Personnel		
A. Space Costs	\$ _____	\$ _____
B. Rental, Lease or Purchase of Equipment	\$ _____	\$ _____
C. Consumable Supplies	\$ _____	\$ _____
D. Travel	\$ _____	\$ _____
E. Telephone	\$ _____	\$ _____
F. Utilities	\$ _____	\$ _____
G. Other Costs	\$ _____	\$ _____
NON-PERSONNEL SUB-TOTAL:	\$ _____	\$ 156,533 _____
III. Other		
A. Architectural/Engineering Design	\$ _____	\$ _____
B. Acquisition of Real Property	\$ _____	\$ _____
C. Construction/Rehabilitation	\$ _____	\$ _____
D. Indirect Costs	\$ _____	\$ _____
E. Other	\$ _____	\$ _____
OTHER SUB-TOTAL:	\$ _____	\$ _____
GRAND TOTAL:	\$ 586,000 _____	\$ 156,533 _____

B. Leveraging

List other funding sources and amounts (commitments or applications) which will assist in the implementation of this activity. Current and pending evidence of leveraging commitments/applications must be submitted with application. **(Attach)**

TYPE	SOURCE	AMOUNT	SOURCE	AMOUNT	SOURCE	AMOUNT	TOTAL
FEDERAL							
STATE/LOCAL							
PRIVATE							
OTHER							

TOTAL: 742,533 _____

C. What type of long-term financial commitment is there to the proposal? Describe how you plan to continue the work (project) after the CDBG funds are expended?

City Council has allocated \$1M to downtown improvements including public safety improvements and infrastructure repairs.

D. Provide a summary by line item of your organization’s previous year’s income and expense statement. (Attach)

E. Does this project benefit residents of more than one community or jurisdiction, have requests been submitted to those other jurisdictions? Yes No

If yes, identify sources and indicate outcome. _____

If no, please explain. _____

F. Was this project or activity previously funded with CDBG? Yes No

If yes, when? FY-23-24 _____

Is this activity a continuation of a previously funded (CDBG) project? Yes No

If yes, explain: Continued project from FY23-24 _____

VIII. MANAGEMENT CAPACITY

A. Describe your organization’s experience in managing and operating project or activities funded with CDBG or other Federal funds.

CDBG Sidewalk Project 2007 - \$121,198

CDBG Sidewalk Improvements 2014 - \$153,438

CDBG Park Improvements - Rangel Park 2018-2020

CDBG Street Rehabilitation FY 21-22 \$143,950

CDBG Pedestrian Safety Project FY23-24 \$158,000

B. Management Systems

Does your organization have written and adopted management systems (i.e., policies and procedures) including personnel, procurement, property management, record keeping, financial management, etc.?

The City of Beaumont as required by government regulations has personnel, procurement, property management, record keeping and all other required systems in place for project management

C. Capacity

Please provide the names and qualifications of the person(s) that will be primarily responsible for the implementation and completion of the proposed project.

Christina Taylor, Deputy City Manager

Robert Vestal, Public Works Director

IX. APPLICATION CERTIFICATION

Undersigned hereby certifies that (check box after reading each statement and digitally sign the document):

1. The information contained in the project application is complete and accurate. CT
2. The applicant agrees to comply with all Federal and County policies and requirements imposed upon the project or activity funded by the CDBG program. CT
3. The applicant acknowledges that the Federal assistance made available through the CDBG program funding will not be used to substantially reduce prior levels of local, (NON-CDBG) financial support for community development activities. CT
4. The applicant fully understands that any facility built or equipment purchased with CDBG funds shall be maintained and/or operated for the approved use throughout its economic life, pursuant to CDBG regulation. CT
5. If CDBG funds are approved, the applicant acknowledges that sufficient non-CDBG funds are available or will be available to complete the project as described within a reasonable timeframe. CT
6. On behalf of the applying organization, I have obtained authorization to submit this application for CDBG funding. **(DOCUMENTATION ATTACHED Minute Action and/or written Board Approval signed by the Board President)** CT

DATE: 11.22.23

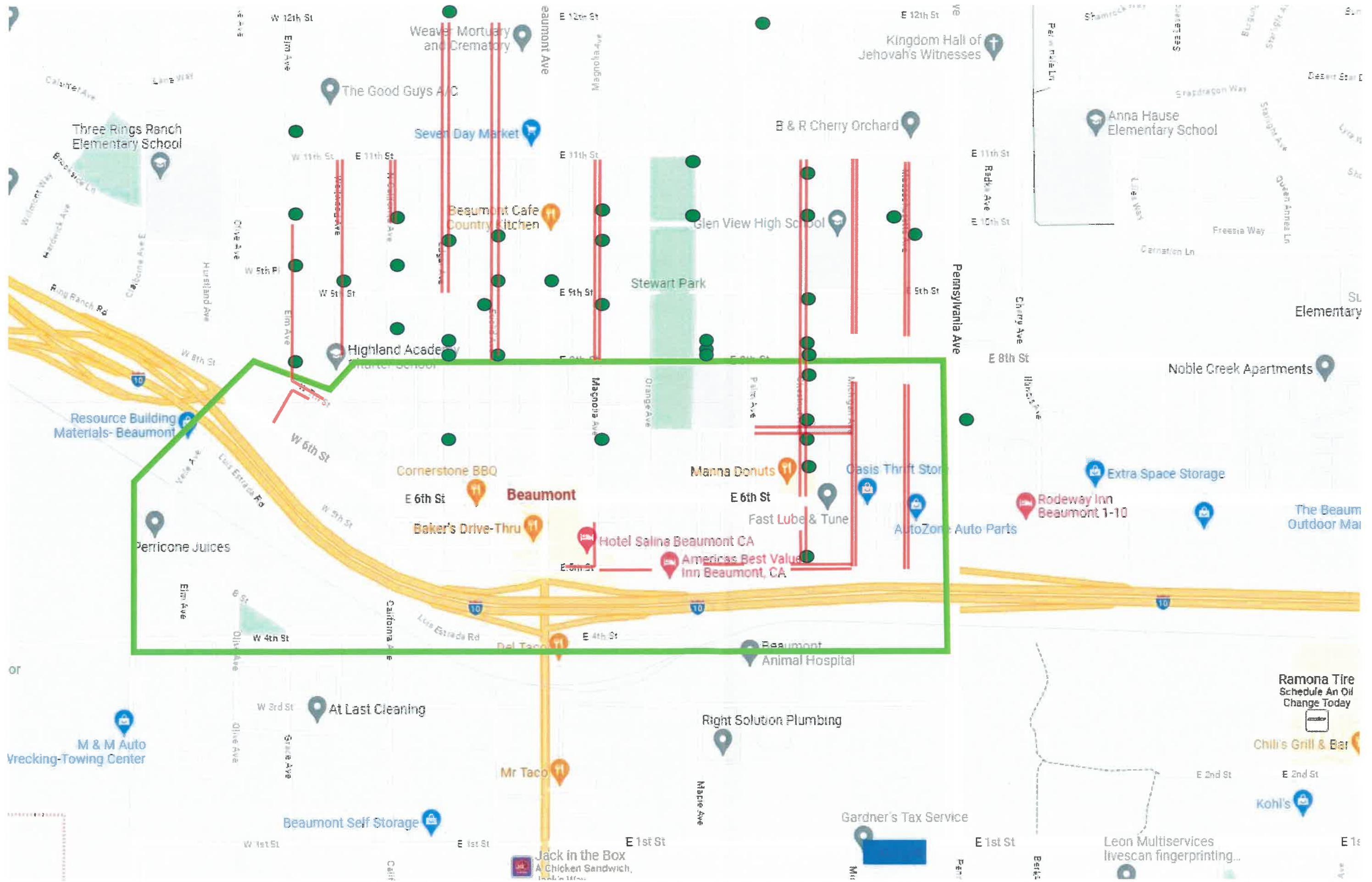
Signature: *Christina Taylor*

Print Name/Title **Christina Taylor, Deputy City Manager**
Authorized Representative: _____

CHECK-LIST:

The following required documents listed below have been attached. Any missing documentation to the application will be cause for the application to be reviewed as INELIGIBLE.

Yes	No	ATTACHMENT
<input type="checkbox"/>	<input type="checkbox" value="NA"/>	1. Members/Board of Directors
<input type="checkbox"/>	<input type="checkbox" value="NA"/>	2. Articles of Incorporation and Bylaws
<input checked="" type="checkbox"/>	<input type="checkbox"/>	3. Project Activity Map
<input checked="" type="checkbox"/>	<input type="checkbox"/>	4. Project Benefit, Category B, Low Mod Area Maps (Attach if applicable)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	5. Leveraging (Current evidence of commitment)
<input type="checkbox"/>	<input type="checkbox" value="NA"/>	6. Income and Expense Statement
<input checked="" type="checkbox"/>	<input type="checkbox"/>	7. Management Capacity (Detailed organizational chart)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	8. Board Written Authorization approving submission of application



BEAUMONT, CITY OF / LEGAL
550 E SIXTH ST
BEAUMONT, California 92223

Publication: The Press-Enterprise

PROOF OF PUBLICATION OF

Ad Desc: 0011626635

FILE NO. 0011626635

PROOF OF PUBLICATION

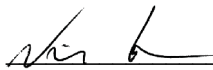
I am a citizen of the United States. I am over the age of eighteen years and not party to or interested in the above-entitled matter. I am an authorized representative of THE PRESS-ENTERPRISE, a newspaper of general circulation, printed and published daily in the County of Riverside, and which newspaper has been adjudicated a newspaper of general circulation by the Superior Court of the County of Riverside, State of California, under date of April 25, 1952, Case Number 54446, under date of March 29, 1957, Case Number 65673, under date of August 25, 1995, Case Number 267864, and under date of September 16, 2013, Case Number RIC 1309013; that the notice, of which the annexed is a printed copy, has been published in said newspaper in accordance with the instructions of the person(s) requesting publication, and not in any supplement thereof on the following dates, to wit:

10/03/2023

I certify (or declare) under the penalty of perjury that the foregoing is true and correct.

Date: October 3, 2023.

At: Riverside, California


Signature

PUBLIC NOTICE
NOTICE OF FUNDING AVAILABILITY (NOFA)
FOR THE CITY OF BEAUMONT 2024-2025
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

NOTICE IS HEREBY GIVEN that the City of Beaumont has opened the CDBG application period for the FY 2024 -2025 Community Development Block Grant (CDBG) cycle for Cooperating Cities within the County's Urban County CDBG program.

The CDBG program is a federally-funded program administered through the U.S. Department of Housing and Urban Development (HUD). As an Urban County in the Entitlement CDBG program, the County receives an annual formula allocation of CDBG funds from HUD. HUD determines the amount of each grant by using a formula comprised of several measures of community need, including the extent of poverty, population, housing overcrowding, age of housing, and population growth lag in relationship to other metropolitan areas.

All activities funded with the City's CDBG funds must:

1. Serve persons or communities within the City;
2. Be an eligible activity under CDBG regulations (24 CFR Part 570.201); and
3. Meet a National Objective of the CDBG program (24 CFR Part 570.208).

The City of Beaumont may award their CDBG funds to the following entities and organizations:

1. City Departments or Agencies;
2. Non-Profit organizations subject to 26 U.S.C. 501 (c) (3) of the tax code; and
3. Governmental agencies including the County, other Cities, Special Districts, and Tribes.

To view the full **Notice of Funding Availability for the County of Riverside's 2024-2025 Urban County CDBG program**, please visit CDBG Program (rlvcoeda.org). Electronic and paper copies of the NOFAs can also be obtained through email at edearen@rlvco.org or by calling 951-955-5933.

APPLICATIONS: The City has made the applications and instructions are available at www.beaumontca.gov or on the County's website here <https://riversidecoeda.gosmart.org/> for any requests for funds from the City of Beaumont program. All CDBG applications must be submitted to the City of Beaumont no later than 5:00 PM (PST) on Friday, November 3, 2023. For questions or assistance with the application, please contact Christina Taylor at ctaylor@beaumontca.gov. CDBG applications will only be accepted from 501 (c) (3) non-profit organizations or government entities.

Funding priorities by the City of Beaumont were established by the City Council through the Citizen Participation and Community Needs Assessment for the 2019-2024 Consolidated Plan.

The Beaumont City Council will conduct a public hearing on Tuesday, December 5, 2023, at approximately 6:00 p.m. at 550 E. 6th Street, Beaumont, California 92223, to receive testimony and comments from all interested persons for approval of use of Fiscal Year 2024-2025 CDBG Funds, a consideration by the City Council to review all CDBG applications submitted from eligible organizations and City projects for the use of CDBG funds within the City.

The documentation for CDBG applications can be reviewed at the Beaumont Civic Center, 550 East Sixth Street, Beaumont, California. On public hearings items the public may present testimony to City Council either in person or by mail. Written comments will be accepted until the night of the hearing.

Should you have any questions or require assistance, please contact the following:

Christina Taylor, Deputy City Manager
550 E. 6th Street
Beaumont, CA 92223
ctaylor@beaumontca.gov
The Press-Enterprise
Published: 10/3/23



Staff Report

TO: City Council
FROM: Kyle Warsinski, Economic Development Manager
DATE: December 5, 2023
SUBJECT: Funding Agreement for the property located at 516 California Avenue

Description Consideration of a Funding Agreement with Riverside County for the property located at 516 California Avenue (APN 418-091-012).

Background and Analysis:

On November 21, 2023, City Council approved the Purchase and Sale Agreement with PRROPERTIES LLC to purchase the property located at 516 California Avenue (APN 418-091-012). The subject site contains a 7,296 square foot two-story, Class B office made up of 19 executive suites and an 880 square foot garage/storage space. The site is 0.28 acres which houses the two-story building and 18 parking spaces. The property is being acquired to establish a Pass Area Business Resource Center.



Pass Area Business Resource Center

The Resource center will be the home of the Mount San Jacinto Community College's (MSJC) Enterprise Resource and Innovation Center (ERIC). The ERIC will provide facilities and operation staff to provide workshops, educational forums, and related business development activities. The facility will become home to 4-5 entrepreneurial startup businesses who will derive access to shared resources, counseling, and networking opportunities. MSJC has pledged to install a makerspace lab to promote entrepreneurial concepts and prototypes, with further support from the full makerspace at the San Jacinto campus. The ERIC also will facilitate career counseling information sessions and workshops.

In addition to MSJC, the City of Beaumont has received commitments to operate from Riverside County Workforce Development, the IE Small Business Development Center, and the California Employment Development Department. The City is working with a handful of other organizations who have expressed interest in operating within the business resource center.

Funding Agreement

The Riverside County Office of Economic Development learned of the project and is proposing to support the resource center with funding to assist the City in acquiring a facility primarily for housing the Pass Area Business Resource Center. The attached Funding Agreement (Attachment A) would provide the City with \$1,700,000 to be used for property acquisition costs for the resource center.

The terms of the agreement include:

- The agreement requires the City of Beaumont, and its partners, to operate the facility for a minimum of five (5) years.
- The term of the agreement may be extended for an additional five (5) years if mutually agreed by both the City and the County
- If the City and the County do not mutually agree to extend the agreement for the additional five (5) years, the parties will meet and confer to discuss amending and extending the agreement for the continued use of the facility for economic and/or workforce development, or other similar mutually agreeable public purpose.
- If the term does extend for the second five (5) years, at the end of the further five (5) year period, the City shall have no further obligation to operate the property

as a Resource Center and the City shall retain the Center as sole property, with all proceeds from the property.

If approved by City Council, the funding agreement will be presented to the Riverside County Board of Supervisors for approval at their December 12, 2023, meeting.

Fiscal Impact:

The proposed funding agreement provides \$1,700,000 reimbursement funding to the City for the acquisition of the property.

The cost to prepare the staff report totals \$1,050 for staff and legal fees.

Recommended Action:

Approve the Funding Agreement with Riverside County.

Attachments:

- A. Riverside County Funding Agreement
- B. Commitment Letters

**FUNDING AGREEMENT BETWEEN COUNTY OF RIVERSIDE AND THE CITY OF
BEAUMONT FOR THE PASS AREA BUSINESS RESOURCE CENTER**

This Funding Agreement (“Agreement”) is entered into by and between the County of Riverside, a political subdivision of the State of California, (“County”) and the City of Beaumont, (“Subrecipient”), a municipality in the State of California. County and Subrecipient are sometimes individually referred to as “Party” and collectively as “Parties.”

RECITALS

WHEREAS, on March 11, 2021, the American Rescue Plan Act (ARPA) was signed into law, amending Section 9901 of Title VI of the Social Security Act which establishes the Coronavirus State and Local Fiscal Recovery Funds (Fiscal Recovery Funds) to provide state, local, and Tribal governments with the resources needed to respond to the pandemic and its economic effects and to build a stronger, more equitable economy during the recovery; and

WHEREAS, on January 6, 2022, the U.S. Department of the Treasury (U.S. Treasury) adopted a final rule implementing the Fiscal Recovery Funds which takes effect on April 1, 2022 (Final Rule), however, Subrecipient may generally take actions and use funds in a manner consistent with the terms of the Final Rule prior to April 1, 2022, to the extent they are more restrictive than those in the interim final rule, issued on May 10, 2021; and

WHEREAS, on June 7, 2022, Minute Order 3.31, the Board of Supervisors of the County of Riverside approved an Economic Recovery allocation of ARPA funds to support eligible small business incubator projects within Riverside County; and

WHEREAS, the County desires to allocate and the Subrecipient desires to utilize ARPA Fiscal Recovery Funds in a total amount not to exceed One Million Seven Hundred Thousand (\$1,700,000.00), for expenditures identified in Exhibit A related to the Pass Area Business Resource Center (Resource Center) building acquisition, improvement, and operation project, and

NOW THEREFORE, in consideration of the mutual benefits, covenants, terms and conditions contained herein, the Parties agree as follows:

AGREEMENT

1. Incorporation of Recitals. The Recitals set forth above are incorporated herein and made an operative part of this Agreement.
2. Contract Documents. This Agreement consists of this Agreement and the following attachments, attached hereto and by this reference incorporated herein:
 - 2.1 Attachment A – Business Resource Center Scope
 - 2.2 Attachment B – U.S. Treasury ARPA Fiscal Recovery Funds Final Rule
 - 2.3 Attachment C – Federal Provisions
 - 2.4 Attachment D – Indemnification and Insurance Requirements
 - 2.5 Attachment E – Project Reporting Requirements
3. Resource Center Project; Scope of Work. Subrecipient shall be responsible for completion of

all activities associated with purchase and acquisition of the Resource Center, as described in **Attachment A**, on or before June 30, 2024, by first using funds received from the County in the amount provided in Section 4 of this Agreement. The Subrecipient shall also furnish timely reporting and documentation assuring Subrecipient's compliance with the U.S. Treasury ARPA Guidelines (as stated in the Final Rule of the U.S. Department of the Treasury published in the Federal Register on January 27, 2022), and within the timelines and specifications provided in **Attachment B**. Unless specifically provided for otherwise, the County shall bear no responsibility for the Resource Center project, including without limitation any activities associated with purchase, design, installation and construction, or any future operation of the Resource Center.

3.1 Project Signage. Subrecipient shall include appropriate acknowledgement of credit to the County for its support when promoting the Resource Center or using any data and/or information developed under this Agreement. Signage shall be posted in a prominent location at the Resource Center site(s) and shall include the U.S. Department of Treasury's, and the County's color logos, along with the following disclosure statement: "Funding for this project has been provided in full or in part from the American Rescue Plan Act, and through an agreement with the County of Riverside." The Recipient shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this Paragraph.

3.2 Project Duration. The Subrecipient will agree to maintain the Resource Center Project substantially in conformance with the scope detailed below for a minimum period of five (5) years from beginning of operations. Operation of the Resource Center is to be funded by the subrecipient and through agreement(s) with the various entities choosing to operate within the facility. Said Operating Agreements are currently in development and expected to be executed prior to or concurrent with this agreement.

The term of the Agreement may be extended for an additional five (5) year period if mutually agreed to by the Subrecipient and County. In the event that the Subrecipient and County are not able to mutually agree to extend the Agreement for purposes of the continued operation of the Resource Center project past the initial five (5) year period, the Subrecipient and County will meet and confer with the purpose of amending and extending the Agreement for the continued use of this facility for economic and/or workforce development or other similar mutually agreeable public purpose.

The multi-use center will offer the benefits to small businesses and the workforce directly impacted by the pandemic. The building will host the operations for Mount San Jacinto Community College (MSJC), Riverside County Workforce Development, Inland Empire Small Business Development Centers, State of California Employment Development Department, Asociacion de Emprendedores, and the City of Beaumont.

Services/programs provided include:

- Provide the facilities and operational staff support for the MSJC Enterprise Resource Innovation Center (ERIC).
- Provide workshops and educational forums on entrepreneurship and related business development activities.
- Support the Regional Business Resource Center with a small satellite makerspace and refer participants to the full makerspace at our San Jacinto campus for more complex projects to foster entrepreneurial innovation.
- Provide scheduled short-term contract education training specific to local business needs.
- Provide small business technical assistance and training programs, through one-on-one consulting services and workshops specializing in business marketing, funding, management, and business planning.
- Schedule and facilitate career counseling information sessions and workshops on an as needed basis.

- Provide basic employment services. Such as participation in job fairs, workshops, informational presentations, preparation for interviews
- Provide referrals to education, training, and supportive services to help connect to the correct partner(s) under Workforce Innovation and Opportunity Act whenever possible.

4. Funding.

4.1 County shall provide funding to Subrecipient in a total amount not to exceed One Million Seven Hundred Thousand (\$1,700,000.00) (“Award”), upon execution of this agreement and in compliance with ARPA Guidelines as set forth in **Attachment B**, attached hereto and by this reference incorporated herein, for the completion of the Resource Center. In the event that there is a conflict in the terms for payment in this Agreement and the terms in Attachments B and C, the terms in Attachments B and C shall take precedence. Subrecipient shall provide other non-federal funding at least equal to the amounts shown in **Attachment A**, attached hereto and by this reference incorporated herein, as a match to the funds provided by the County for the Resource Center.

4.1.1 If the conditions set forth in this Agreement are met, County shall pay, on/or before the thirtieth (30th) day after close of escrow on the acquisition of property constituting the Resource Center, the sum of money claimed by the approved invoice.

4.2 Except as expressly provided in **Attachment A** of this Agreement, Subrecipient shall not be entitled to, nor receive from County any additional funding or other type of remuneration for services rendered under this Agreement. The Award amounts described in this Section are specifically for the Resource Center and make up the entire amount which the County has approved to fund for the Resource Center. Subrecipient shall not be entitled by virtue of this Agreement to consideration in excess of specified per-project Award amounts, and Subrecipient shall be responsible for any and all costs incurred above any Award amount for its implementation and completion of the specified Resource Center. Any subsequent amendments to Resource Center scopes or descriptions are not covered by this Agreement, and the funding for any such amendments or for any Resource Center cost overruns shall be the sole responsibility of Subrecipient, unless otherwise approved in writing by the County.

4.3 Should it be determined at any time by the Subrecipient or the County that the Subrecipient cannot, will not or is unable to complete the purchase for the property constituting an Resource Center subject to this Agreement in accordance with the applicable State and Federal requirements and the provisions of this Agreement on or before June 30, 2026, then the subrecipient shall return 100% of the Award amount reimbursed to Subrecipient for any uncompleted Resource Center as of the date of notification to the County, within thirty (30) days of notification.

4.4 In the event the actual cost for purchase, design, installation, or construction of the Resource Center is less than Award, Subrecipient shall refund the difference to County by June 30, 2024.

4.5 Should the term for operation of the Resource Center not be extended for a further five (5) year period as referenced in Section 3.2, the Resource Center property will be declared surplus and disposed through a sale, in accordance with all applicable laws and regulations for the disposition of public surplus property, and the proceeds of the sale will be distributed to the Subrecipient and County in proportion to the parties’ contribution towards the acquisition of the property as shown on Exhibit A. If the term for operation of the Resource Center is extended for a further five (5) year period as referenced in Section 3.2, at the conclusion of that further five (5) year period, the City shall have no further obligation to operate the property as a Resource Center and the City shall retain the Resource Center as its sole property and the City shall retain all rent or sale proceeds from the Resource Center property.

5. Subrecipient Compliance Obligations. The Subrecipient agrees to comply with the terms and

conditions of this Agreement. The Subrecipient also agrees to apply the terms and conditions of this Agreement to all of its subcontractors (if applicable) and to require their strict compliance therewith. If it is determined that the Subrecipient is noncompliant, County may temporarily withhold or disallow reimbursement of costs, under 2 C.F.R. Part 200, as supplemented by 2 C.F.R. Part 910.

5.1 Federal Provisions. Subrecipient and all of its subcontractors shall comply with the Uniform Administrative Requirements, Cost Principles, Federal Provisions and Audit Requirements for Federal Awards Provisions contained in **Attachment C**

5.2 Additional terms and conditions for the Innovation Center. The Subrecipient and all of its subcontractors shall comply with the Drinking Water and / or the Clean Water State Revolving Fund compliance requirements as reflected in the U.S. Treasury ARPA Fiscal Recovery Funds Final Rule.

6. Contract Representatives.

6.1 County Representative. The Director of the Riverside County Office of Economic Development, or designee, shall be the designated representative who shall administer this Agreement on behalf of the County.

6.2 Subrecipient Representative. The City Manager, or designee, shall be the designated representative who shall administer this Agreement on behalf of the Subrecipient.

6.3 The Contract Representatives may be contacted as described in Section 9, below.

7. Records and Audit.

7.1 Subrecipient shall store and maintain all writings, documents and records prepared or compiled in connection with the performance of this Agreement for a minimum of five (5) years from the termination or completion of this Agreement. This includes any handwriting, typewriting, printing, photostatic, photographing and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds or symbols or any combination thereof. Any authorized representative of County shall have access to any writings as defined above for the purposes of making a report, audit, evaluation, or examination Further, County has the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

7.2 If it is determined pursuant to an audit that any funds provided pursuant to this Agreement have been improperly expended, Subrecipient shall, at the direction of the agency performing the audit, reimburse the County within thirty (30) days the full amount of such improperly expended funds. The funds shall be reimbursed in accordance with the recommendations in the audit.

8. Monitoring of Contract Compliance and Infrastructure Progress Reports.

8.1 Contract Compliance. The Subrecipient shall comply with the monitoring arrangements set forth in Project Reporting Requirements, attached as **Attachment E**.

8.2 Resource Center Progress Reports. Subrecipient shall, as specified herein, provide monthly reports detailing each Resource Center's progress, including a financial status report and milestone progress report as described in **Attachment E**.

9. Notices. As used in this Agreement, notice includes but is not limited to the communications of any notice, request, demand, approval, statement, report, acceptance, consent, waiver, and appointment. All notices must be in writing. All such notices from one party to another may be delivered in person, sent via reputable overnight courier, or served by first-class mail, certified or registered, postage prepaid, to each and all of the addresses set forth below.

If to County:

Riverside County Office of Economic Development
Attention: Suzanne Holland, Director
3403 10th Street, Suite 400
Riverside, CA. 92501

If to Subrecipient:

City of Beaumont
Attention: Elizabeth Gibbs, City Manager
550 E. 6th Street,
Beaumont, CA 92223

Sections 10 and 11 Intentionally Omitted.

12. Conflicts of Interest. Subrecipient covenants that it presently has no interest, including but not limited to, other projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. RECIPIENT further covenants that in the performance of this Agreement, no person having any such interest shall be employed or retained by it under this Agreement. In the event federal funds are used, in whole or in part, for this Project, Subrecipient understands and agrees it must maintain a conflict of interest policy consistent with 2. C.F.R. section 200.318 (c) and that such conflict of interest policy is applicable to each activity funded under this award. Subrecipient must disclose in writing to the U.S. Treasury or through Recipient, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2. C.F.R. section 200.12.

13. Nondiscrimination. During any period in which Subrecipient is in receipt of funds from Recipient, Subrecipient and its Board, officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any Federal, State or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religious creed, color, national origin, ancestry, physical or mental disability including perception of disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex, sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, or military and veteran status. Subrecipient and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's non-discrimination policy; Title VI of the Civil Rights Act of 1964 (42 U.S.C. sections 2000d et seq.) and U.S. Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance; The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. sections 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability; Section 504 of the Rehabilitation Act of 1973, as amended (42 U.S.C. sections 6101 et seq.), and the U.S. Treasury's implementing regulations at 31 C.F.R. part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. sections 12101 et seq.) which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto; The Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, and 1102; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations, and Riverside County's non-discrimination policy.

Subrecipient shall include the non-discrimination and compliance provisions of this Section in all subcontracts to perform work under or as a derivative of this Agreement.

14. Indemnification. The Subrecipient shall be bound by the indemnification, hold harmless and defend provisions contained in **Attachment D**.
15. Insurance. Subrecipient shall obtain, and maintain, or caused to be obtained and maintained, at all times during the Term of this Agreement, insurance coverage in the amounts and coverage specified in **Attachment D**.
16. Termination. The County may terminate this agreement upon a determination that Subrecipient is not complying with ARPA terms and conditions. The County may withhold additional planned distributions of funding to Subrecipient pending receipt of requisite reporting requirements by Subrecipient to the County as described herein.
17. Compliance with Laws. The Subrecipient is required to comply with all applicable federal, state and local laws and regulations for all work performed or funded by and through this Agreement. The Subrecipient is required to obtain all necessary federal, state and local permits, authorizations and approvals for all work performed under this Agreement.
18. Disputes. The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. The Subrecipient shall proceed diligently with the Resource Center described in this Agreement pending the resolution of a dispute. The Parties reserve the right to pursue any remedies at law or in equity should any dispute relating to this Agreement not be resolved by the Parties. Notwithstanding the foregoing, prior to the filing of any legal action related to this Agreement, the Parties shall be obligated to attend a mediation session in Riverside County before a neutral third-party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.
19. Status of Subrecipient. The Subrecipient is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the County. It is expressly understood and agreed that the Subrecipient (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which County employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties nor is there a joint venture; and Subrecipient shall indemnify and hold County harmless from any and all claims that may be made against County based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement.

19.1 All acts of Subrecipient and its officers, employees, agents, representatives, subcontractors, and all others acting on behalf of Subrecipient relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers, or employees of County. Subrecipient, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. No agent, officer or employee of the County is to be considered an employee of Subrecipient. At all times during the term of this Agreement, the Subrecipient and its officers, employees, agents, representatives, or subcontractors are, and shall represent and conduct themselves as, independent contractors and not employees of County.

19.2 Subrecipient shall determine the method, details, and means of performing the work and services to be provided by Subrecipient under this Agreement. Subrecipient shall be responsible to County only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action

or activities of Subrecipient in fulfillment of this Agreement. Subrecipient has control over the manner and means for completion of the Innovation Center described in this Agreement. If necessary, Subrecipient has the responsibility for employing or engaging other persons or firms to assist Subrecipient in fulfilling the terms and obligations under this Agreement.

19.3 If in the performance of this Agreement any third persons are employed by Subrecipient, such persons shall be entirely and exclusively under the direction, supervision, and control of Subrecipient. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Subrecipient. It is further understood and agreed that Subrecipient must issue W-2 forms or other forms as required by law for income and employment tax purposes for all Subrecipient's assigned personnel under the terms and conditions of this Agreement.

20. Entire Agreement. This Agreement is the result of negotiations between the Parties. This Agreement is intended by the Parties as a full and final expression of their understanding with respect to the matters contained in this Agreement and shall not be modified in any manner except by an instrument in writing executed by the Parties or their respective successors in interest.

21. Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

22. Governing Law and Venue. The interpretation and performance of this Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County, California.

23. Construction/Interpretation. Headings or captions to the provisions of this Agreement are solely for the convenience of the Parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

24. No Waiver. Failure of the Parties to insist upon strict compliance with any of the terms, covenants or conditions hereof shall not be deemed a waiver of such term, covenant or condition, nor shall any waiver or relinquishment of any rights or powers hereunder at any one time or more times be deemed a waiver or relinquishment of such other right or power at any other time or times.

25. No Third-Party Beneficiaries. There are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

26. Severability. It is intended that each paragraph of this Agreement shall be treated as separate and divisible, and in the event that any paragraphs are deemed unenforceable, the remainder shall continue to be in full force and effect so long as the primary purpose of this Agreement is unaffected.

27. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

28. Use of Electronic (Digital) Signatures. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ.

Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code

[Signature Provisions on Following Page]

28. Authority to Enter Agreement. Each Party to this Agreement warrants to the other that it is duly organized and existing and that it and the respective signatories have full right and authority to enter into and consummate this Agreement and all related documents and bind the parties thereto.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date as indicated beside each Party's signature.

COUNTY:
COUNTY OF RIVERSIDE, a political subdivision
of the State of California

SUBRECIPIENT:
CITY OF BEAUMONT

By: _____

Kevin Jeffries
Chair, Board of Supervisors

By: _____

Julio Martinez
Mayor

ATTEST:
Clerk of the Board
Kimberly Rector

By: _____

Deputy

APPROVED AS TO FORM
County Counsel

By: _____

Stephanie K. Nelson
Deputy County Counsel

City of Beaumont
City Attorney

By: _____

John O. Pinkney

Attachment A – Pass Area Business Resource Center Acquisition Scope

The proposed business Resource Center facility offers 7,296 square feet of mixed office, meeting, lab, and classroom space to address needs identified for co-locating services, providing resources for entrepreneurs and job seekers alike.

Project Schedule: Acquisition to be completed no later than June 30, 2024

Acquisition cost of the Pass Area Business Resource Center	\$1,850,000.00
City of Beaumont funding	\$150,000.00
Riverside County Office of Economic Development ARPA Economic Recovery Funding shall be used specifically for acquisition.	\$1,700,000.00

TOTAL CONTRIBUTION BY COUNTY - \$1,700,000.00

Attachment B – U.S. Treasury ARPA Fiscal Recovery Funds Final Rule

ATTACHMENT C

FEDERAL PROVISIONS

Should funding be allocated through American Rescue Plan Act (ARPA; (Title VI of the Social Security Act Section 602 et seq.), the COUNTY will administer and distribute those funds in accordance with ARPA. ARPA requires that payments from the Coronavirus Fiscal Recovery Fund be used to respond to the public health emergency or its negative economic impacts, to respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay, provide government services to the extent the reduction of revenue due to COVID-19 public health emergency, and to make necessary investments in water, sewer, or broadband infrastructure. It is effective beginning May 17, 2021 and ends on December 31, 2026.

Subrecipient acknowledges and agrees that this Agreement is subject to the federal requirements, including but not limited to the federal provisions provided below:

1. **NON-DISCRIMINATION.** Subrecipient shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

2. **EQUAL EMPLOYMENT OPPORTUNITY/ FAIR EMPLOYMENT PRACTICES/ FEDERAL PROVISIONS.** During the performance of this Agreement, the Subrecipient shall not deny benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age, or sex. Subrecipient shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

A. Subrecipient shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.), the regulations promulgated thereunder (California Code of Regulations, Title 2, Section 11000 et seq.), the provisions of Executive Order 11246 of Sept. 23, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor, the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code, Sections 11135-11139.8), and of the rules, regulations or standards adopted by the County to implement such article.

B. The Subrecipient shall comply with the provisions of the Copeland “Anti-Kickback” Act, 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Agreement.

3. **CLEAN AIR ACT.** The Subrecipient agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. Section 7401 et seq. The Subrecipient agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the California

Governor's Office of Emergency Services, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office. The Subrecipient agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

4. FEDERAL WATER POLLUTION CONTROL ACT

The Subrecipient agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. Sections 1251 et seq.

The Subrecipient agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office. The Subrecipient agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

5. DEBARMENT AND SUSPENSION CLAUSE

This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Subrecipient is required to verify that none of the Subrecipient, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The Subrecipient must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by the County. If it is later determined that the Subrecipient did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

6. BYRD ANTI- LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED)

Subrecipients who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the County.

APPENDIX A, 44 C.F.R. PART 18- CERTIFICATION REGARDING LOBBYING

The undersigned [Subrecipient] certifies, to the best of his or her knowledge, that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection

with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Subrecipient certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Subrecipient understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

SUBRECIPIENT

By _____
Date _____

7. PROCUREMENT OF RECOVERED MATERIALS

In the performance of this Agreement, the Subrecipient shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired

- A. Competitively within a timeframe providing for compliance with the contract performance schedule;
- B. Meeting contract performance requirements; or
- C. At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>

The Subrecipient also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

8. ACCESS TO RECORDS

The following access to records requirements apply to this Agreement:

- A. The Subrecipient agrees to provide the County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Subrecipient which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions
- B. The Subrecipient agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

- C. The Subrecipient agrees to provide the FEMA Administrator or his or her authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- D. In compliance with the Disaster Recovery Act of 2018, the County and the Subrecipient acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

9. DEPARTMENT OF HOMELAND SECURITY SEAL, LOGO, FLAGS

The Subrecipient shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

10. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Subrecipient will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

11. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

12. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Subrecipient acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Subrecipient's actions pertaining to this Agreement.

13. FEDERAL PREVAILING WAGE

DAVIS-BACON ACT COMPLIANCE (applicable to construction contracts in excess of \$2,000 awarded by grantees and subgrantees when required by Federal grant program legislation)

To the extent required by any Federal grant programs applicable to expected funding or reimbursement expenses incurred in connection with the services provided under this Agreement, Subrecipient agrees to comply with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5) as set forth below.

A. The Subrecipient shall be bound to the provisions of the Davis-Bacon Act, and agrees to be bound by all the provisions of Labor Code section 1771 regarding prevailing wages. All labor on this project shall be paid neither less than the greater of the minimum wage rates established by the U.S. Secretary of Labor (Federal Wage Rates), or by the State of California Director of Department of Industrial Relations (State Wage Rates). Current DIR requirements may be found at <http://www.dir.ca.gov/lcp.asp>. Additionally, wages are required to be paid not less than once a week.

B. The general prevailing wage rates may be accessed at the Department of Labor Home Page at www.wdol.gov. Under the Davis Bacon heading, click on "Selecting DBA WDs." In the drop down menu

for State, select, "California." In the drop down menu for County, select "Riverside." In the drop down menu for Construction Type, make the appropriate selection. Then, click Search.

The Federal minimum wage rates for this project are predetermined by the United States Secretary of Labor. If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the general prevailing wage rates determined by the Director of the California DIR for similar classifications of labor, the Subrecipient and subcontractors shall pay not less than the higher wage rate. The County will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the Subrecipient and subcontractors, the Subrecipient and subcontractors shall pay not less than the Federal minimum wage rate which most closely approximates the duties of the employees in question.

14. **CONTRACT WORK HOURS AND SAFETY STANDARDS** (applicable to all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, but not to purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence)

A. **Compliance:** Subrecipient agrees that it shall comply with Sections 3702 and 3704 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701–3708) as supplemented by Department of Labor regulations (29 CFR Part 5), which are incorporated herein.

B. **Overtime:** No contractor or subcontractor contracting for any part of the work under this Agreement which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

C. **Violation; liability for unpaid wages; liquidated damages:** In the event of any violation of the provisions of paragraph B of this section, the Subrecipient and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Subrecipient and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the provisions of paragraph B, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by paragraph B.

D. **Withholding for unpaid wages and liquidated damages:** Subrecipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set for in paragraph C of this section.

E. **Subcontracts:** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs A through D of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs A through D of this section.

15. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT— Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by HUD.

16. RIGHTS TO DATA AND COPYRIGHTS – Subrecipients and consultants agree to comply with all applicable provisions pertaining to the use of data and copyrights pursuant to 48 CFR Part 27.4, Federal Acquisition Regulations (FAR).

17. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

A. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy, #405-143-1 Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services As used in this clause—

B. Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

C. Exceptions.

(1) This clause does not prohibit contractors from providing—

a. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

b. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

- (2) By necessary implication and regulation, the prohibitions also do not apply to:
 - a. Covered telecommunications equipment or services that:
 - i. Are not used as a substantial or essential component of any system; and
 - ii. Are not used as critical technology of any system.
 - b. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

D. Reporting requirement.

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Subrecipient shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services. Page 10

E. Subcontracts. The Subrecipient shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

18. REPORTING OF MATTERS RELATED TO RECIPIENT INTEGRITY AND PERFORMANCE

A. General Reporting Requirement

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of [Public Law 110-417](#), as amended ([41 U.S.C. 2313](#)). As required by section 3010 of [Public Law 111-212](#), all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

B. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- b. Reached its final disposition during the most recent five-year period; and

c. Is one of the following:

(1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;

(2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;

(3) An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or

(4) Any other criminal, civil, or administrative proceeding if:

(i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;

(ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and

(iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

C. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

D. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

E. Definitions

For purposes of this award term and condition:

a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of *nolo contendere*.

c. Total value of currently active grants, cooperative agreements, and procurement contracts includes -

(1) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and

(2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

Attachment D – Indemnification and Insurance Requirements

INDEMNIFICATION

A. Basic Indemnity

1. To the fullest extent permitted by applicable law, Subrecipient agrees to indemnify, hold harmless and defend the County of Riverside, its Agencies, Districts, Departments and Special Districts, Board of Supervisors, elected and appointed officials, and each of their respective directors, members officers, employees, agents, volunteers and representatives ("Indemnitees") and each of them from any and all Losses that arise out of or relate to any act or omission constituting ordinary and not professional negligence (including, without limitation, negligent breach of contract), recklessness, or willful misconduct on the part of Subrecipient or its subconsultants or their respective employees, agents, representatives, or independent contractors.

2. "Losses" shall mean any and all economic and non-economic losses, costs, liabilities, claims, damages, actions, judgements, settlements and expenses, including, without limitation, full and actual attorney's fees (including, without limitation, attorney's fees for trial and on appeal), expert and non-expert witness fees, arbitrator and arbitration fees and mediator and mediation fees.

3. Subrecipient further agrees to and shall indemnify and hold harmless the Indemnitees from all liability arising from suits, claims, demands, actions, or proceedings made by agents, employees or subcontractors of Subrecipient for salary, wages, compensation, health benefits, insurance, retirement or any other benefit not explicitly set forth in this Agreement and arising out of work performed for County pursuant to this Agreement. The Indemnitees shall be entitled to the defense and indemnification provided for hereunder regardless of whether the Loss is in part caused or contributed to by the acts or omissions of an Indemnitee or any other person or entity; provided however, that nothing contained herein shall be construed as obligating Subrecipient to indemnify and hold harmless any Indemnitee to the extent not required under the provisions of Paragraph B below.

B. Indemnity for Design Professionals

1. To the fullest extent permitted by Applicable Law, Subrecipient agrees to defend (through legal counsel reasonably acceptable to County), indemnify and hold harmless the Indemnitees, and each of them, against any and all Losses that arise out of, pertain to, or relate to, any negligence, recklessness or willful misconduct constituting professional negligence on the part of Subrecipient or its Subconsultants, or their respective employees, agents, representatives, or independent contractors. The Indemnitees shall be entitled to the defense, and indemnification provided for hereunder regardless of whether the Loss is, in part, caused or contributed to by the acts or omissions of an Indemnitee or any other person or entity; provided, however, that nothing contained herein shall be construed as obligating Subrecipient to indemnify and hold harmless any Indemnitee to the extent not required under the provisions of this section. Subrecipient shall defend and pay, all costs and fees, including but not limited to attorney fees, cost of investigation, and defense, in any loss, suits, claims, demands, actions, or proceedings to the extent and in proportion to the percentage, such costs and fees arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Subrecipient arising out of or from the performance of professional design services under this Agreement. The duty to defend applies to any alleged or actual negligence, recklessness, willful misconduct of Subrecipient. The cost for defense shall apply whether or not Subrecipient is a party to the lawsuit and shall apply whether or not Subrecipient is directly liable to the plaintiffs in the lawsuit. The duty to defend applies even if Indemnitees are alleged or found to be actively negligent, but only in proportion to the percentage of fault or negligence of Subrecipient.

2. Without affecting the rights of County under any other provision of this Agreement, Subrecipient shall not be required to indemnify or hold harmless or provide defense or defense costs to an Indemnitee for a loss due to that Indemnitee's negligence, recklessness or willful misconduct; provided, however, that such negligence, recklessness or willful misconduct has been determined by agreement of Subrecipient and Indemnitee or has been adjudged by the findings of a court of competent jurisdiction.

C. Subrecipient agrees to obtain or cause to be obtained executed defense and indemnity agreements with provisions identical to those set forth in this section from each and every Subconsultant, of every Tier.

D. Subrecipient's indemnification obligations under this Agreement shall not be limited by the amount or type of damages, compensation or benefits payable under any policy of insurance, workers' compensation acts, disability benefit acts or other employee benefit acts.

E. The Indemnitees shall be entitled to recover their attorneys' fees, costs and expert and consultant costs in pursuing or enforcing their right to defense and/or indemnification under this Agreement.

INSURANCE REQUIREMENTS

Without limiting or diminishing the Subrecipient's obligation to indemnify or hold the County harmless, Subrecipient shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Agreement. As respects to the insurance section only, the County herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

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

B. Commercial General Liability: Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of Subrecipient's performance of its obligations hereunder. Policy shall name the County as Additional Insured. Policy's limit of liability shall not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the County as Additional Insureds.

C. Vehicle Liability: If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then Subrecipient shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the County as Additional Insureds.

E. General Insurance Provisions - All lines:

1. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2. The Subrecipient must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the County, and at the election of the County's Risk Manager, Subrecipient's carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the County, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3. Subrecipient shall cause Subrecipient's insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that a minimum of thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. If Subrecipient insurance carrier(s) policies do not meet the minimum notice requirement found herein, Subrecipient shall cause Subrecipient's insurance carrier(s) to furnish a 30 day Notice of Cancellation Endorsement.

4. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. Subrecipient shall not commence operations until the County has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

5. It is understood and agreed to by the parties hereto that the Subrecipient's insurance shall be construed as primary insurance, and the County's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

6. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the County reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Management's reasonable judgment, the amount or type of insurance carried by the Subrecipient has become inadequate.

7. Subrecipient shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

8. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the County.

9. Subrecipient agrees to notify County of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement

Attachment E - Project Reporting Requirements

Monthly Progress Reports shall be submitted after execution of this Agreement. Monthly reports shall be sent via e-mail to the Office of Economic Development contact identified herein and report shall include a brief description of the work performed during the reporting period, including purchase and construction status, milestones achieved, financial status report including cost incurred to date, schedule updates, and any problems encountered in the performance of the work under this Agreement.

June 14, 2023

Kyle Warsinski
Economic Development Manager
City of Beaumont - Civic Center
550 E. 6th Street
Beaumont, CA 92223

Re: Letter of Support

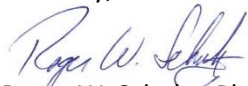
Mt. San Jacinto Community College is excited to offer this letter of support for the impending City of Beaumont Regional Economic Development Hub.

Mt. San Jacinto Community College is committed to a partnership with the City of Beaumont's Economic Development Department and the mutual vision for a comprehensive business, employment, and economic development center for the region. As such, the District agrees to the following support for a commitment term of 5-years:

- Provide the facilities and operational staff support for the Enterprise Resource Innovation Center (ERIC)
- Provide workshops and educational forums on entrepreneurship and related business development activities
- Support the Regional Economic Development Hub space with a small satellite makerspace and refer participants to the full makerspace at our San Jacinto campus for more complex projects
- Provide scheduled short-term contract education training specific to local business needs
- Schedule and facilitate career counseling information sessions and workshops on an as needed basis
- Offer support and other resources from the District on an as needed basis

Mt. San Jacinto Community College is proud to provide partnership in the aforementioned areas to advance education, training, workforce development, as well as entrepreneurship and resource support for this service area.

Sincerely,



Roger W. Schultz, Ph.D.
Superintendent/President

rschultz@msjc.edu | 951.487.3002



Riverside County Workforce Development Centers
1325 Spruce Street, Suite 110, Riverside, CA 92507

August 1, 2023

Morris Myers
Mount San Jacinto College
1499 N. State Street
San Jacinto, CA 92583

Re: Letter of Support for Mt. San Jacinto Community College (MSJC) for the Pass Area Resource & Innovation Center (ERIC) in Beaumont

Dear Mr. Myers:

Riverside County Workforce Development Division (WDD) would like to provide this letter of support and participation for Mount San Jacinto College and the development of the Pass Area Enterprise Resource & Innovation Center (ERIC) in Beaumont supporting new and innovative workforce opportunities in priority industry sectors, for employers, and job seekers.

WDD commits to participating and providing MSJC and ERIC:

- Support with workforce development initiatives and activities,
- Access to resources to help employers grow and hire qualified employees,
- Access to career, employment, and training programs for local job seekers,
- Connect the community with workforce services and employment assistance resources,
- Provide partnership and collaboration with innovative programs.

We look forward to working with MSJC in establishing a partnership to serve our community in Beaumont, California. WDD is in full support of the ERIC in Beaumont, CA. We are committed in working together in towards our community's goals.

If you have any additional questions, please contact me at SJAdams@rivco.org or call me at (951) 955-3075.

Sincerely,

Stephanie Adams
Deputy Director
Riverside County Workforce Development Division



May 18, 2023

Morris Myers
1499 N. State Street
San Jacinto, CA 92583

Dear Morris Myers:

Subject: Letter of partnership with Mt. San Jacinto Community College (MSJC) for the Pass Area Enterprise Resource & Innovation Center (ERIC) in Beaumont.

This is a letter of partnership agreement between Employment Development Department (EDD), Workforce Services, MSJC and future site of the Pass Area Enterprise Resource & Innovation Center (ERIC) in Beaumont. This will support a new and innovative work opportunities in priority industry sectors, employers, and job seekers.

Should ERIC be developed into a functioning AJCC, **Employment Development Department, Workforce Services** intends to the following:

- Focused recruitments for employers.
- Facilities and scheduling services to screen and interview applicants.
- Facilitation of Employer Advisory Councils in the local area to support employers.
- Provide reemployment assistance to help employers who are experiencing worker reductions.
- Provide local area labor market information to help plan for business expansion, relocation, or future hiring and training needs.
- Provide job search workshops that teach skills needed to find and keep a job.
- Assistance with accessing CalJOBSSM system.
- Provide referrals to education, training and supportive services to help connect to the correct partner(s) under Workforce Innovation and Opportunity Act whenever possible.
- Be the liaison/connection between partners.
- Provide basic employment services. Such as participation in job fairs, workshops, informational presentations, preparation for interviews.

We look forward to working with MSJC and the ERIC in establishing a partnership to serve our community in Beaumont, CA. Please feel free to contact me with any questions.

California Employment Development Department Workforce Services Inland Empire is in full support of the ERIC in Beaumont, CA. We are committed in working together in reaching our goal together. If you have any additional questions, please contact me at Carolyn.reyna@edd.ca.gov; 951-233-8039.

Sincerely,



Carolyn Reyna
Deputy Division Chief
Inland Empire
Employment Development Department Workforce Services

August 9, 2023



Inland Empire SBDC
3780 Market Street, Riverside, CA 92501
P: (951) 781-2345
inlandempiresbdc.org
@IESBDC

Morris Myers
1499 N. State Street
San Jacinto, CA 92583

RE: LETTER OF PARTNERSHIP SUPPORT WITH MT. SAN JACINTO COMMUNITY COLLEGE (MSJC) FOR THE PASS AREA ENTERPRISE RESOURCE & INNOVATION CENTER (ERIC) IN BEAUMONT

To whom it may concern,

I am writing to you on behalf of the **Inland Empire Small Business Development Center** to lend our support to the efforts of MSJC proposal for ERIC project in Beaumont. As a community partner we have a longstanding relationship with the Pass Area and their small businesses community and offer a myriad of services to help them grow. The economic vitality of the pass area is of keen interest to us, since we collaborate assistance to the community through the many economic development programs sponsored by the County of Riverside. The expansion of much needed small business technical assistance and training to the region would only augment the amount of current investment in the area benefitting the merchants, residents, and the City. We look forward to a favorable outcome to our request for consideration of the Enterprise Resource and Innovation Center Beaumont Project. Thank you again for your help on this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Paul Nolta". The signature is fluid and cursive, with a large loop at the beginning.

Paul Nolta
Director of IE Small Business Development Center



Staff Report

TO: City Council
FROM: Elizabeth Gibbs, City Manager
DATE: December 5, 2023
SUBJECT: Discussion and Direction on the Fiscal Year 2024-2025 Strategic Plan

Description Make adjustments to the strategic plan as part of the Fiscal Year 2024-2025 budget process.

Background and Analysis:

On January 28, 2023, City Council held an interactive strategic plan/goal setting workshop for the FY 2023-2024 annual budget. The strategic planning process is an organizational management activity aimed at setting priorities, goals, and objectives for an organization. Once those priorities are identified, it enables those responsible for carrying out those goals to focus energy and resources, strengthen operations, ensure that employees and other stakeholders are working toward common goals, establish agreement around intended outcomes/results, and assess and adjust the organization's direction in response to a changing environment.

As part of the initial process, staff developed a community outreach survey that was circulated to the community through various avenues, including the City's website, email blasts, social media posts, and several in person pop-up events at local businesses throughout the city. Almost 1,000 responses were received from the community and the results were included in the January workshop discussion.

During the strategic planning process, City Council determined that the following targets would serve as the key pillars in which to categorize specific goals and action plans:

1. Communications/Relationships
2. Infrastructure/Projects/Traffic
3. Economic Development/Downtown
4. Finances/Resources
5. Quality of Life/Well-Being

Within each of the five targets, a combined total of thirty high priority goals were set and adopted (Attachment A).

At the November 7, 2023, City Council meeting, staff presented an update on the FY 2023-2024 Strategic Plan's high priority goals as part of the 1st Quarter budget update. Additionally, annual updates of the plan ensure that our organization remains responsive to the community and aligned with long-term goals.

On tonight's agenda is the first step in preparing the FY 2024-2025 budget – a proposed budget timeline for Council's review and approval. To coincide with the kickoff to the next budget process, it is important to assess and evaluate the current strategic plan's effectiveness, revise any priorities, and remove those priorities that have been accomplished.

Staff is recommending that City Council review the following proposed strategic plan changes, make any adjustments, and direct staff to bring back a FY 2024-2025 Strategic Plan for adoption in January. To assist in facilitating Council's discussion tonight, staff is making the following recommendations:

Target Areas

Staff recommends Council re-adopt the five target areas listed above.

Completed Goals to Remove

- *Obtain a lobbyist to obtain Federal and State funding resources*
- *Create a new position to serve as the City's centralized grants coordinator*
- *Develop Pennsylvania widening*
- *Add signal at Beaumont Ave. and 6th Street*
- *Revisit park fees*

Goals to Remove FROM High Priority but Remain as a Goal (not Level 1, 2, or 3)

- *Strengthen relationships with other community leaders*
- *Develop Danny Thomas Ranch*
- *Develop Pennsylvania ramps*
- *Develop staff peer-to-peer relationships – internal and external*

Goals to Move TO High Priority (to Level 1, 2, or 3)

- *Develop a system of proactive communication related to traffic and other topics (e.g. an App) and possible staffing increase*
- *Develop Highland Springs Interchange*
- *Develop Oak Valley Interchange*
- *Add signal at 1st Street and Highway 79*
- *Add signal at 1st Street and Pennsylvania Ave.*
- *Update the City's Downtown Revitalization Plan*
- *Complete Nicholas Park improvements*

Other Goals to Remain on List but NOT High Priority

- *Develop California Street grade separation*
- *Achieve rail transit stop*
- *Strengthen existing business relationships*
- *Promote events as part of Economic Development for the City*
- *Reevaluate the transient occupancy tax (TOT)*
- *Revisit the City's debt policy in consideration of potential changes towards an inter-generational policy*
- *Consider needs for internal staffing increases*
- *Explore creating an Enhanced Infrastructure Financing District (EIFD)*
- *Explore creating a Road and Bridge Benefit District (RBBD)*
- *Develop plan for litter clean up throughout the City*
- *Plan for the addition of more sports fields and open space through land acquisition*

Fiscal Impact:

The estimated cost to prepare this staff report is \$425.

Recommended Action:

Adopt in concept the changes discussed; and

Direct staff to prepare action plans and bring final Strategic Plan document back to Council for final adoption in January 2024.

Attachments:

- A. FY 2023-2024 Strategic Plan
- B. FY 2023-2024 Strategic Plan Visual Aid
- C. Draft 2024-25 Strategic Plan
- D. Draft FY 2024-2025 Strategic Plan Visual Aid

CITY OF BEAUMONT
STRATEGIC PLAN 2023



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EXECUTIVE SUMMARY

January 28, 2023

Elected Officials in Attendance:



**Mayor
Julio Martinez, III**



**Mayor Pro Tem
David Fenn**



**Councilmember
Mike Lara**



**Councilmember
Lloyd White**



**Councilmember
Jessica Voigt**



**City Clerk
Elaine Morgan**



**City Treasurer
AJ Patel**

Staff in Attendance:



Elizabeth Gibbs, City Manager

Christina Taylor, Deputy City Manager

Siomara Giroux, Executive Assistant

Jeff Hart, Public Works Director/City Engineer

Kari Mendoza, Administrative Services Director

Sean Thuilliez, Chief of Police

Jennifer Ustation, Finance Director

Nicole Wheelwright, Deputy City Clerk

Thaxton VanBelle, General Manager of Utilities

Doug Story, Community Services Director

Facilitated by:

Henry T. Garcia, Principal Consultant

Rhonda D. Strout-Garcia, Principal Consultant

EXECUTIVE SUMMARY

The City of Beaumont operates under a City Council/City Manager form of government. The City Council consists of five (5) Council Members. The members of the City Council set policy and enact laws of the City. The City Manager is appointed by the members of the Beaumont City Council.

The purpose of the Strategic Planning workshop was to assist the City of Beaumont's Mayor, City Council and City Manager in developing a plan that includes defined targets and goals in order to provide staff with clear direction. One of the primary responsibilities of the City Manager is to implement the plan set forth by the City Council, utilizing the City Departments and Executive Team.

The workshop took place on Saturday, January 28th, from 9:00 a.m. until approximately 3:30 p.m. During the workshop, the City Council engaged in a participatory process along with staff and input from the community, in which they accomplished the following:

1. Established expectations for the Workshop and intended outcomes
2. Identified the organization's Strengths, Weaknesses, Opportunities and Threats (SWOT)
3. Established five (5) major targets
4. Established a total of fifty (50) goals
5. Prioritized goals across the targets and established thirty (30) top-priority items
6. Referred development of the detailed action plans and schedule to the City Manager and Executive Team

During the workshop, a group voting process was utilized in order for the Mayor and Council to identify the key priorities, and to provide for stratification of the goals into three levels:

Level 1 – includes the selection of two (2) first level priority goals each for the Mayor and City Council. A total of ten (10) level 1 goals were identified.

Level 2 - includes the selection of two (2) second level priority goals each for the Mayor and City Council. A total of ten (10) level 2 goals were identified.

Level 3 - includes the selection of two (2) third level priority goals each for the Mayor and City Council. A total of ten (10) level 3 goals were identified.

In addition to the thirty (30) goals, the plan includes all remaining goals that did not rank into priority Levels 1, 2, or 3. As progress is made with Level 1, 2, and 3 goals, additional goals may be introduced into the plan and discussed further with the Mayor and City Council.

At the conclusion of the workshop, the Mayor and City Council had effectively established clear direction and focus for the Executive Team related to Targets and Goals. The City Council clearly communicated its desire and intent to blend this exercise along with a review of currently available financial resources, or potential new resources related to funding additional programs and services. It was further intended that this plan remain a fluid and evolving document to be re-visited at regular intervals for progress and re-shifting of priorities, as needed.

Attached to this summary are the work sheets that include the detailed action plans prepared by staff, to be presented back to the City Council by the City Manager as a further step in the process to ensure that plans and timelines meet with the intended expectations. It should be noted that some of the goals identified may translate into resource needs that may be incorporated into future budgets.

It is recommended that a regular formal review of the newly established Goals/Strategic Plan occur annually, in which progress may be measured, and new or shifting priorities addressed.

We would like to thank the Mayor, City Council and City Manager Elizabeth Gibbs, for the opportunity to assist the City of Beaumont in this important endeavor and for the outstanding teamwork that provided for a positive and productive day. We look forward to the opportunity to partner with the City of Beaumont in the future.

Respectfully,

Henry & Rhonda Garcia

Rhonda D. Strout-Garcia, Principal Consultant
Henry T. Garcia, Principal Consultant



HR Dynamics & Performance Management, Inc.
Website: HRDPM.COM
Mobile: (951) 999-1617 or (951) 905-0025

EXPECTATIONS

The Mayor, City Council, and Executive Team expressed the following expectations related to the goal setting workshop, and their desired outcomes for the day:

- To develop an execution plan for the tracking and monitoring of projects as a result of the strategic planning exercise
- To provide clear direction for staff
- To identify internal and external challenges and roadblocks
- To become more informed on issues, as staff
- To identify priorities for next year's budget
- To create a plan and the necessary steps to address traffic issues, and to address citizen concerns
- To address and identify priorities
- To focus on the future (e.g. 5-10 years) for a long-term roadmap
- To identify long-term and short-term priorities for budget

SWOT ANALYSIS – STRENGTHS, WEAKNESSES, OPPORTUNITIES, THREAT

STRENGTHS

- Cohesiveness
- Fiscal stability
- The City's location – logistically
- Beaumont is leading in the Pass
- Leadership
- Progressive
- The City Council and staff are publically minded
- Cohesive staff
- Good vision – forward looking – planning ahead
- Humility
- Approachable staff
- Fiscally responsible
- Resilient
- Customer service oriented/public service minded organization (top to bottom)
- Public safety
- Local control for Police – and the ability to be nimble in the deploying of resources
- Council support
- Recycled water

SWOT ANALYSIS – STRENGTHS, WEAKNESSES, OPPORTUNITIES, THREATS

WEAKNESSES

- Need for public education on what the City is doing including outreach and community meetings
- The City is still paying for the sins of the past
- Need for different forms of communication beyond social media
- Funding for infrastructure needs
- Staffing resources needs
- State legislators have different priorities
- The City has low priority in the County
- Poor collaboration with neighboring cities/leaders for funding
- Our neighboring cities don't like us, or respect us
- Development standards and public perception
- Public communication
- No current plan, strategy, or roadmap
- Public is not aware of our accomplishments
- Lack of past planning
- Lack of community engagement and communication
- Inland Empire being over-looked by our legislators
- Traffic issues
- Playing catch-up related to things that should have been done years ago
- Leadership of the County
- Inability to find quality help and resources to complete projects
- Bad annexation agreement with the County

SWOT ANALYSIS – STRENGTHS, WEAKNESSES, OPPORTUNITIES, THREATS

OPPORTUNITIES

- Meet with new legislators
- New City Clerk, City Treasurer, and Council who bring new ideas
- New leaders in neighboring cities
- Increase public education
- Recruitment and attraction
- Bi-partisan support for progress
- Demand for logistics in our area and opportunity to exploit that to solve funding issues
- Economic growth
- Continue to educate the public
- Stay in contact with Congressman Ruiz
- Build a relationship with Congressman Calvert
- Push the past behind us and establish new relationships with neighboring cities
- Build a sustainable community
- Partner with the business community
- Destination events and relationship with Morongo
- Much more localized COG
- Positive cash flow and ability to achieve some easy wins
- Stop sales leakage
- Retain residents through quality of life
- Focus on commercial and retail development
- Capitalize on Beaumont being the 2nd largest City in the 25th District
- Maintain competitive wages for public safety recruitment
- Expand outdoor activity options and healthy quality of life
- The public is willing to listen to us

SWOT ANALYSIS – STRENGTHS, WEAKNESSES, OPPORTUNITIES, THREATS

THREATS

- Infrastructure – Banning and Calimesa
- Lack of support and response from Cal Trans
- Potential downturn of the market and loss of revenue
- Traffic
- Some local electeds due to issues of the past
- Negative narrative
- Unforeseen issues of the past that may pop up
- Aging infrastructure
- State housing mandates and loss of local zoning control
- Water restrictions
- Inflation
- CalPERS
- Regulatory and environmental issues
- Threat to public safety from the State
- Big money developers politically
- Agencies not keeping up with us impacting the ability to move forward
- Water resources
- Maintaining a balance with growth
- Lack of local coordination with regard to homelessness

TARGETS

The “Targets” were developed at the Strategic Planning/Goal Setting Workshop. The City Council determined that the targets identified would serve as the key pillars in which to categorize specific goals and action plans.

#1 – Communications/Relationships

#2 – Infrastructure/Projects/Traffic

#3 – Economic Development/Downtown

#4 – Finances/Resources

#5 – Quality of Life/Well-Being



GOALS

Key:

Top Priority Goals – Level 1

Second Priority Goals – Level 2

Third Priority Goals – Level 3

TARGET #1 GOALS – COMMUNICATIONS/RELATIONSHIPS

Priority Level	Mayor/Council Priority	Goal #	Goal
1	JV	1	Strengthen relationships with other community leaders
2	ML	2	Continue pop-ups/community visits and education.
3	LW	3	Develop funding sources for community events
3	JV	4	Increase public communication and education; develop a strategy
3	ML	5	Develop staff peer to peer relationships – internal and external
4	-	6	Develop a system of proactive communication related to traffic and other topics (e.g. an App), and possible staffing increase

TARGET #2 GOALS – INFRASTRUCTURE/PROJECTS/TRAFFIC

Priority Level	Mayor/ Council Priority	Goal #	Goal
1	ML	1	Develop an entry monument and 6 th Street improvements
1	DF	2	Develop 2 nd Street extension
1	LW	3	Develop Potrero interchange
1	JM	4	Develop Pennsylvania grade separation
1	JM	5	Re-design of 6 th Street Downtown
2	JM	6	Expand the Police Station
2	DF	7	Develop Pennsylvania ramps
2	JV	8	Develop plan to deploy recycled water
3	JV	9	Develop Pennsylvania widening
4	-	10	Develop Highland Springs interchange
4	-	11	Develop Oak Valley interchange
4	-	12	Add signal at 1 st and 79 th Streets
4	-	13	Add signal at Beaumont and 6 th Streets
4	-	14	Add signal at 1 st and Pennsylvania Streets
4	-	15	Develop California Street grade separation
4	-	16	Achieve rail transit stop

TARGET #3 GOALS – ECONOMIC DEVELOPMENT/DOWNTOWN

Priority Level	Mayor/ Council Priority	Goal #	Goal
2	LW	1	Develop a marketing plan.
3	LW	2	Develop a pedestrian style downtown with shopping, restaurants, and parking
3	ML	3	Develop a plan for City investment in land acquisition
3	DF	4	Recruit and attract businesses, including an anchor tenant, downtown hotel, and medical providers
3	JM	5	Update the City’s Economic Development Plan
3	DF	6	Revisit the City’s Municipal Codes and Zoning
4	-	7	Strengthen existing business relationships
4	-	8	Update the City’s Downtown Revitalization Plan
4	-	9	Promote events as part of Economic Development for the City

TARGET #4 GOALS – FINANCES/RESOURCES

Priority Level	Mayor/ Council Priority	Goal #	Goal
1	DF	1	Obtain a lobbyist to obtain Federal and State funding resources
1	JV	2	Create a new position to serve as the City’s centralized grants coordinator
2	DF	3	Develop a strategy for revenue development
2	LW	4	Conduct a traffic impact fee study
4	-	5	Re-evaluate the transit occupancy tax (TOT)
4	-	6	Revisit the City’s debt policy in consideration of potential changes towards an inter-generational policy
4	-	7	Consider needs for internal staffing increases
4	-	8	Explore creating an Enhanced Infrastructure Financing District (EFID)
4	-	9	Explore creating a Road and Bridge Benefit District (RBBD)

TARGET #5 QUALITY OF LIFE/WELL-BEING

Priority Level	Mayor/Council Priority	Goal #	Goal
1	ML	1	Create design guidelines
1	LW	2	Develop Danny Thomas Ranch
2	JM	3	Create Park Master Plan including the transition to drought tolerant landscaping
2	ML	4	Complete improvements to existing parks including ADA access, parking, lighting, etc.
2	JV	5	Increase community events/arts and culture
3	JM	6	Complete Stewart Park and Sports Park improvements
4	-	7	Revisit Park fees
4	-	8	Complete Nicholas Park improvements
4	-	9	Develop plan for litter clean-up throughout the City
4	-	10	Plan for the addition of more sports fields and open space through land acquisition



ACTION PLANS

TWO-PAGE SUMMARY OF TARGETS AND GOALS BY PRIORITY LEVEL

TARGETS

- #1 – Communications/Relationships
- #2 – Infrastructure/Projects/Traffic
- #3 – Economic Development/Downtown
 - #4 – Finances/Resources
 - #5 – Quality of Life/Well-Being

GOALS BY PRIORITY LEVEL

Priority Level 1 Goals (10)

- Strengthen relationships with other community leaders (Target #1, Goal #1)
- Develop an entry monument and 6th Street improvements (Target #2, Goal #1)
- Develop 2nd Street extension (Target #2, Goal #2)
- Develop Potrero interchange (Target #2, Goal #3)
- Develop Pennsylvania grade separation (Target #2, Goal #4)
- Redesign of 6th Street Downtown (Target #2, Goal #5)
- Obtain a lobbyist to obtain Federal and State funding resources (Target #4, Goal #1)
- Create a new position to serve as the City's centralized grants coordinator (Target #4, Goal, #2)
- Create design guidelines (Target #5, Goal #1)
- Develop Danny Thomas Ranch (Target #5, Goal #2)

Priority Level 2 Goals (10)

- Continue pop-ups/community visits and education (Target #1, Goal #2)
- Expand the Police Station (Target #2, Goal #6)
- Develop Pennsylvania ramps (Target #2, Goal #7)
- Develop plan to deploy recycled water (Target #2, Goal #8)
- Develop a marketing plan (Target #3, Goal #1)
- Develop a strategy for revenue development (Target #4, Goal #3)
- Conduct a traffic impact fee study (Target #4, Goal #4)
- Create a Park Master Plan including the transition to drought tolerant landscaping (Target #5, Goal #3)
- Complete improvements to existing parks including ADA access, parking, lighting, etc. (Target #5, Goal #4)
- Increase community events, arts and culture (Target #5, Goal #5)

Priority Level 3 Goals (10)

- Develop funding sources for community events (Target #1, Goal #3)
- Increase public communication and education; develop a strategy (Target #1, Goal #4)
- Develop staff peer to peer relationships – internal and external (Target #1, Goal #5)
- Develop Pennsylvania widening (Target #2, Goal #9)
- Develop a pedestrian style downtown with shopping, restaurants, and parking (Target #3, Goal #2)
- Develop a plan for City investment in land acquisition (Target #3, Goal #3)
- Recruit and attract businesses, including an anchor tenant, downtown hotel, and medical providers (Target #3, Goal #4)
- Update the City’s Economic Development Plan (Target #3, Goal #5)
- Revisit the City’s Municipal Codes and Zoning (Target #3, Goal #6)
- Complete Stewart Park and Sports Park improvements (Target #5, Goal #6)

ACTION PLANS

ACTIONS/SCHEDULE FOR PRIORITY “LEVEL 1” GOALS

Target #1: Communications/Relationships		
Goal #1: Strengthen relationships with other community leaders.		
Actions:	Responsible:	Time Frame:
Attend monthly Mayors’ breakfast with Mayor	CM	Ongoing
Attend respective WRCOG committee meetings	CM, PW, Finance, Solid Waste	Ongoing
Attend and support student of the month breakfast monthly	ASD	Ongoing
Meet monthly with BUSD Superintendent	CM	Ongoing
Meet quarterly with BUSD Superintendent and BUSD PIO	CM/Chief	Ongoing
Meet quarterly with BCVWD and Pass Water Agency	CM	Ongoing
Create a networking group and invite city managers from Hemet, San Jacinto, Moreno Valley, Banning, Calimesa, and Yucaipa to meet quarterly	CM	September 2023
Attend a minimum of three CalCities Riverside County division events	CM	June 2024
Attend a minimum of three Chamber events	All	June 2024
Meet monthly with BCVRPD	CM/CSD	Ongoing

ACTIONS/SCHEDULE FOR PRIORITY “LEVEL 1” GOALS

Target #2: Infrastructure/Projects/Traffic		
Goal #1: Develop an entry monument and 6th Street improvements.		
Actions:	Responsible:	Time Frame:
Release RFP for Construction Docs/Design Docs	CM/PW	Completed
Award contract to architect for Construction Docs/Design Docs	CM/PW	May 2023
Present proposed design to City Council for approval	CM/PW	September 2023
Submit plans and designs for review by staff	Landscape architect	October 2023
Publish RFP for construction	CM/PW	December 2023
Award construction contract	CM/PW	March 2024
Begin construction	CM/PW	April 2024
Complete construction	CM/PW	September 2024

Target #2: Infrastructure/Projects/Traffic		
Goal #2: Develop 2nd Street extension.		
Actions:	Responsible:	Time Frame:
Design concurrent with CEQA process	PW/Planning	Complete
Construction	PW	September 2023
Construction completed	PW	March 2024
Identify funding sources for final 25% of project utilizing State and Federal funding grants (Project is 75% funded)	PW/DCM	Ongoing

ACTIONS/SCHEDULE FOR PRIORITY “LEVEL 1” GOALS

Target #2: Infrastructure/Projects/Traffic		
Goal #3: Develop Potrero interchange.		
Actions:	Responsible:	Time Frame:
Design	PW	December 2023
Construction	PW	December 2025
Construction completed	PW	September 2026
Identify funding sources through State and Federal grants	PW/DCM	Ongoing

Target #2: Infrastructure/Projects/Traffic		
Goal #4: Develop Pennsylvania grade separation.		
Actions:	Responsible:	Time Frame:
Design with concurrent CEQA/NEPA process	PW Dept	June 2024
Construction (pending funding)	PW	December 2026
Grant applications for funding	PW/Finance	Ongoing
Meet with legislators to request funding	CM/DCM/PW	Ongoing

Target #2: Infrastructure/Projects/Traffic		
Goal #5: Redesign of 6th Street Downtown.		
Actions:	Responsible:	Time Frame:
Downtown Revitalization Plan analysis	Com Dev/PW	March 2024
Engineering/CEQA	PW Dept	March 2025
Construction	PW Dept	September 2026
Identify funding sources	PW/DCM/Finance	Ongoing

ACTIONS/SCHEDULE FOR PRIORITY “LEVEL 1” GOALS

Target #4: Finances/Resources		
Goal #1: Obtain a lobbyist to obtain Federal and State funding resources.		
Actions:	Responsible:	Time Frame:
RFP & Award of Federal lobbyist	DCM	Completed
Create and publish RFP for State lobbyist firm	DCM	April 2023
Award contract	DCM	June 2023
Begin contract	DCM	July 2023

Target #4: Finances/Resources		
Goal #2: Create a new position to serve as the City’s centralized grants coordinator.		
Actions:	Responsible:	Time Frame:
Develop job description/pay scale	HR/Finance	June 2023
Post job opening	HR	July 2023
Recruiting process, background process, conditional offer of employment	HR	September 2023
Develop & train new hire (onboarding)	Finance	March 2024

ACTIONS/SCHEDULE FOR PRIORITY “LEVEL 1” GOALS

Target #5: Quality of Life/Well-Being		
Goal #1: Create design guidelines.		
Actions:	Responsible:	Time Frame:
Issue RFP for Zoning Code update to include Design Guidelines	DCM/Planning	April 2023
Award contract	DCM/Planning	June 2023
First draft of Zoning Code Update & Design Guidelines to City Council	DCM/Planning	June 2024
Public Hearing on adoption of Ordinance	DCM/Planning	December 2024

Target #5: Quality of Life/Well-Being		
Goal #2: Develop Danny Thomas Ranch.		
Actions:	Responsible:	Time Frame:
Budget \$2500 for staff and electeds to attend fundraising activities and events that directly benefit DTR	CSD	June 2023
Budget \$2500 in sponsorships for fundraising activities and events that directly benefit DTR	CSD	June 2023
Provide a letter of support when appropriate to the Parks District for a future LAFCO application	CSD	TBD
Provide letters of support to the Parks District for any grant applications that provide funding for the development of DTR	CSD	Ongoing

ACTIONS/SCHEDULE FOR PRIORITY “LEVEL 2” GOALS

Target #2: Infrastructure/Projects/Traffic		
Goal #6: Expand the Police Station		
Actions:	Responsible:	Time Frame:
Expand current parking/perimeter for police	Chief/CS	September 2023
Complete tenant improvements to Building C and occupy the building	Chief/CS	December 2023
Increase bathroom capacity for staff at current station	Chief/PW	July 2023
Complete land acquisition for new police station	CM	August 2023
Design and build a new police headquarters using a public private partnership model	CM/Chief	December 2026

Target #2: Infrastructure/Projects/Traffic		
Goal #7: Develop Pennsylvania ramps.		
Actions:	Responsible:	Time Frame:
Design - concurrent with CEQA process	PW	December 2025
Construction	PW	December 2026
Construction completed	PW	September 2027
Identify funding sources from State and Federal grants	DCM	Ongoing

ACTIONS/SCHEDULE FOR PRIORITY “LEVEL 2” GOALS

Target #2: Infrastructure/Projects/Traffic		
Goal #8: Develop plan to deploy recycled water.		
Actions:	Responsible:	Time Frame:
Recycled Water Facilitator Technical Memorandum Presenting Recommended Conceptual Plan and Associated Options for Recycled Water Implementation	GM of Utilities	June 2023
Issue RFP for 1211 Change Petition and Adaptive Management Plan (environmental study)	GM of Utilities	April 2023
Award Contract for 1211 Change Petition and Adaptive Management Plan (environmental study)	GM of Utilities	May 2023
Anticipated completion of 1211 Change Petition Process and AMP	GM of Utilities	May 2026
Forecasted Payback of Salt Mitigation Deficit as required in NPDES Permit	GM of Utilities	November 2028
Submit request to SARWQCB to absolve City of any remaining debt, to put Recycled Water to Beneficial Use	GM of Utilities	May 2026 – November 2028

ACTIONS/SCHEDULE FOR PRIORITY “LEVEL 2” GOALS

Target #3: Economic Development/Downtown		
Goal #1: Develop a marketing plan.		
Actions:	Responsible:	Time Frame:
Develop and publish RFP for consulting services	DCM/Econ Dev	September 2023
Award Contract	DCM/Econ Dev	December 2023
Present draft marketing plan to Economic Development Committee for review and recommendations to City Council	DCM/Econ Dev	June 2024
Present recommended marketing plan to City Council for adoption	DCM/Econ Dev	August 2024

Target #4: Finances/Resources		
Goal #3: Develop a strategy for revenue development.		
Actions:	Responsible:	Time Frame:
Retain consultant to provide funding tools advisory services	DCM	Completed
Review findings and recommendations	DCM	May 2023
Present options to City Council	DCM	June 2023
Create and define revenue goals	Finance/CM	July 2023
Present findings to City Council for review and approval	Finance/CM	September 2023
Evaluate existing revenue sources	Finance	September 2023
Identify ways to diversify revenue streams and present to the Financial and Audit Committee (FAC)	Finance	October 2023
Present FAC recommendations to City Council	Finance	November 2023

ACTIONS/SCHEDULE FOR PRIORITY “LEVEL 2” GOALS

Target #4: Finances/Revenue		
Goal #4: Conduct a traffic impact fee study.		
Actions:	Responsible:	Time Frame:
Research and develop RFP	Finance/PW	December 2023
Publish RFP	Finance/PW	March 2024
Contract Award	Finance/PW	June 2024
Complete study and present to City Council	Finance/PW	November 2024
Implement recommendations	PW	December 2025

Target #5: Quality of Life/Well-Being		
Goal #3: Create a Park Master Plan including the transition to drought tolerant landscaping.		
Actions:	Responsible:	Time Frame:
Hire consultant to provide a Parks Master Plan	CSD	Completed
Review Existing Documentation, Existing Conditions and Observe Programs, Develop Demographics and Trends	CSD/Consultant	May 2023
Develop Community Outreach/Education Strategy	CSD/Consultant	May 2023
Conduct Public Outreach, Surveys, and Public Workshops	CSD/Consultant	February 2024
Create Mission, Vision, Values, Goals, and Objectives	CSD/Consultant	May 2024
Conduct Needs Analysis, Equity Mapping, and GAP Analysis	CSD/Consultant	May 2024

Create Mission, Vision, Values, Goals, and Objectives	CSD/Consultant	June 2024
Prepare CIP Project List and Budget Estimates	CSD/Consultant	July 2024
Prepare DRAFT Master Plan for Council Presentation	CSD/Consultant	August 2024
Finalize Master Parks Master Plan	CSD/Consultant	November 2024
Present and have City Council Accept Final Master Plan	CSD/Consultant	December 2024

Target #5: Quality of Life/Well-Being		
Goal #4: Complete improvements to existing parks including ADA access, parking, lighting, etc.		
Actions:	Responsible:	Time Frame:
Conduct survey of all parks facilities to create a priority list of ADA Path of Travel improvements, parking lot improvements	CS	December 2023
Conduct inventory of all tables, benches, water fountains, and park assets to provide a priority list of replacements to increase mobility and access to park amenities	CS	December 2023
Prioritize inventory and create a plan of replacement	CS	March 2024

ACTIONS/SCHEDULE FOR PRIORITY “LEVEL 2” GOALS

Target #5: Quality of Life/Well-Being		
Goal #5: Increase community events, arts and culture.		
Actions:	Responsible:	Time Frame:
Ensure access to art and cultural experiences is available to the entire community	CS	Ongoing
Host at least four cultural events throughout the year that highlight/focus on local artists	CS	June 2024
Provide efficient and effective permit processing for community events	DCM	Ongoing
Facilitate active coordination with businesses, residents, and community partners for special events	CS	Ongoing
Increase participation in downtown events through partnership with local businesses	CS/DCM	June 2024
Increase visitor capacity at the CRC by 25% by expanding Halloween events outside and incorporating additional activities	CS	June 2024
Increase localized community park events by 25% through themed based activities	CS	June 2024
Create new winter event in downtown – Blizzard Bash	CS	January 2024
Present a plan to City Council for consideration to implement a market night and/or farmers market	CS	March 2024
Create an Art in Public Places Policy	CM	June 2024

ACTIONS/SCHEDULE FOR PRIORITY “LEVEL 3” GOALS

Target #1: Communications/Relationships		
Goal #2: Develop funding sources for community events.		
Actions:	Responsible:	Time Frame:
Define and categorize community events	CS	September 2023
Create potential sponsorship list	CS	October 2023
Research mechanisms to form a non-profit foundation to directly accept donations from sponsors	Finance	October 2023
Propose findings to City Council for review	Finance	January 2024
Actively seek sponsorships	All	Ongoing
Research and apply for grant funding	All	Ongoing

Target #1: Communications/Relationships		
Goal #3: Increase public communication and education; develop a strategy.		
Actions:	Responsible:	Time Frame:
Review the City’s website monthly to confirm that all information is current and accurate	All	June 2024
Implement new and enhanced public outreach strategy by building upon a review of the current communications plan	PIO	October 2023
Increase established audience by printing the quarterly publication of the online City magazine	PIO	June 2024
Actively pursue resident input into all major planning projects	All	Ongoing
Host three community engagement events focusing on government relations, education, and information	CS/PIO	November 2023

Evaluate use of electronic kiosks at City-owned facilities to increase public communication and education	CS/PIO	December 2023
Foster positive relationships with the media	PIO	Ongoing
Identify additional opportunities to promote and educate the community	CM/PIO	December 2023
Present findings and recommendations to City Council	PIO	January 2024

Target #1: Communications/Relationships		
Goal #4: Develop staff peer to peer relationships – internal and external.		
Actions:	Responsible:	Time Frame:
Hold monthly brown bag lunch with City Manager to promote familiarity with employees from all departments	CM	Ongoing
Hold quarterly meetings with labor groups	CM/ASD	Ongoing
Hold seats on various State and local boards and committees representing Beaumont (CalCities, CALBO, etc.)	All	Ongoing
Each executive team members will meet quarterly with their counterparts from Calimesa and Banning	All	Ongoing
Promote collaboration by forming more cross-departmental teams to help solve problems, manage large projects, and get people working together	All	Ongoing
Host city-wide employee recognition and awards ceremony	ASD	June 2024

ACTIONS/SCHEDULE FOR PRIORITY “LEVEL 3” GOALS

Target #2: Infrastructure/Projects/Traffic		
Goal #9: Develop Pennsylvania widening.		
Actions:	Responsible:	Time Frame:
Design concurrent with CEQA process	PW	Completed
Construction	PW	December 2023
Identify funding sources through State and Federal grants	PW/DCM	Completed

Target #3: Economic Development/Downtown		
Goal #2: Develop a pedestrian style downtown with shopping, restaurants, and parking.		
Actions:	Responsible:	Time Frame:
Evaluate traffic calming techniques along Beaumont Ave and 6 th Street corridors	DCM/Econ Dev/ Consultant	May 2023
Design – concurrent with Downtown Revitalization Plan	Com Dev/PW	March 2024
Engineering/CEQA (pending funding)	PW	December 2025
Construction (pending funding)	PW Dept	December 2026
Identify funding sources through State and Federal grants	DCM/PW	Ongoing
Continue to work with downtown property owners to facilitate construction of approved projects	DCM/Planning	Ongoing

Target #3: Economic Development/Downtown		
Goal #3: Develop a plan for City investment in land acquisition.		
Actions:	Responsible:	Time Frame:
Identify needs for vacant land use	CM	July 2023
Define goals and priorities	CM	October 2023
Obtain a list of vacant land	DCM	Ongoing
Estimate purchase costs	DCM	Ongoing
Use forecasting software to plan and determine long term fiscal forecasting	Finance	Ongoing

Target #3: Economic Development/Downtown		
Goal #4: Recruit and attract businesses, including an anchor tenant, downtown hotel, and medical providers.		
Actions:	Responsible:	Time Frame:
Send a delegation of staff and electeds to the annual International Council of Shopping Centers (ICSC) to market Beaumont and attract businesses that generate sales tax	Econ Dev	May 2023
Update City Council on the progress of the downtown revitalization plan	Econ Dev	Ongoing
Update the Economic Development Committee on economic development projects underway and project in planning, including renderings and/or digital presentations that can then be posted on the City's website	Econ Dev	Ongoing
Hand out a minimum of ten Downtown Business Attraction & Expansion program cards to retail businesses in other cities	All	June 2024
Plan a minimum of three community clean-up/trash pick-up days in the downtown area	CS	June 2024
Award a minimum of four business incentive programs – one from each of the program areas	DCM	September 2023

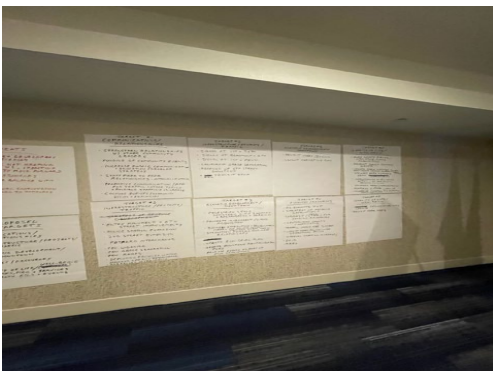
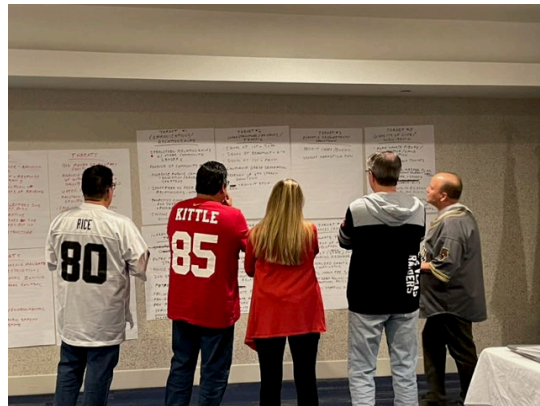
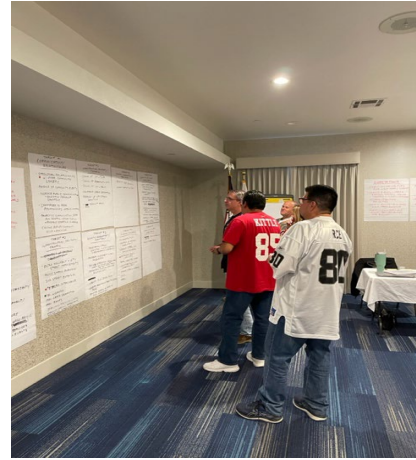
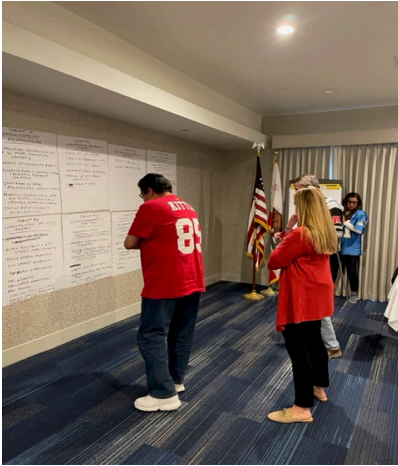
ACTIONS/SCHEDULE FOR PRIORITY “LEVEL 3” GOALS

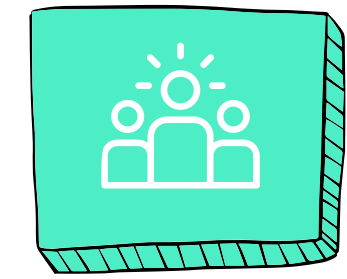
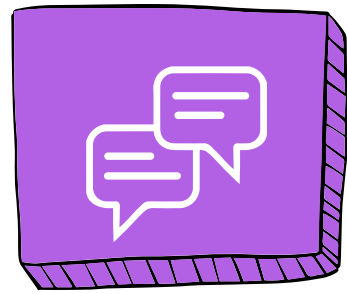
Target #3: Economic Development/Downtown		
Goal #5: Update the City’s Economic Development Plan.		
Actions:	Responsible:	Time Frame:
Retain a consultant to assist with updating the Economic Development Plan adopted in July 2019 and to address national retail attraction, shopper retention, and sales tax generation	DCM/Econ Dev	September 2023
Review and update the Economic Development Plan	DCM/Econ Dev	September 2023
Present the proposed update to the Economic Development Committee	DCM/Econ Dev	February 2024
Present the recommended update to City Council	DCM/Econ Dev	September 2024

Target #3: Economic Development/Downtown		
Goal #6: Revisit the City’s Municipal Codes and Zoning.		
Actions:	Responsible:	Time Frame:
6a. Municipal Codes (non-zoning)	CM/DCM	December 2025
6b. Zoning Code tied to Target 5, Goal 1 Design Guidelines	DCM/Planning	December 2024
Community Workshops	DCM/Planning	March 2024
Presentation to Planning Commission	DCM/Planning	July 2024
Presentation to City Council	DCM/Planning	July 2024

ACTIONS/SCHEDULE FOR PRIORITY “LEVEL 3” GOALS

Target #5: Quality of Life/Well-Being		
Goal #7: Complete Stewart Park and Sports Park improvements.		
Actions:	Responsible:	Time Frame:
<i>Stewart Park:</i>		
Engineering/CEQA	CS/PW	December 2023
Construction	PW/CS	September 2025
<i>Sports Park:</i>		
Release RFP for Construction Docs/Design Docs	CS	March 2023
Award contract to architect for Construction Docs/Design Docs	CS	June 2023
Submit Plans and Designs for Review	Consultant	December 2023
Create RFP for Construction	Consultant	December 2023
Award Construction Contract	CS	March 2024
Begin Construction	CS/Consultant	April 2024
Construction completed	CS	December 2024

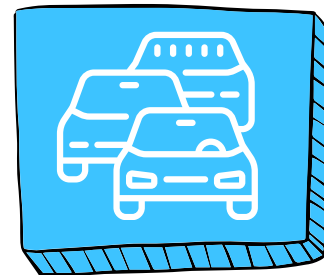




FY 2023-2024 STRATEGIC PLAN HIGH PRIORITIES

01. Communications/Relationships

- Strengthen relationships with other community leaders
- Continue pop-ups/community visits and education
- Develop funding sources for community events
- Increase public communication and education; develop a strategy
- Develop peer-to-peer relationships - internal and external



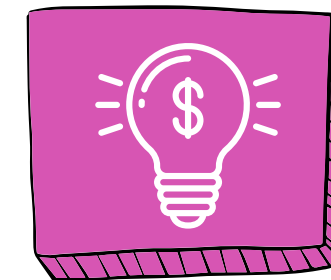
02. Infrastructure/Projects/Traffic

- Develop an entry monument and 6th St improvements
- Develop 2nd St extension
- Develop Potrero Interchange
- Develop Penn Ave Grade Separation
- Redesign of 6th St downtown
- Expand the Police Station
- Develop Penn Ave ramps
- Develop a plan to deploy recycled water
- Develop Penn Ave widening



03. Economic Development

- Develop a marketing plan
- Develop a pedestrian style downtown with shopping, restaurants, and parking
- Develop a plan for City investment in land acquisition
- Recruit and attract businesses, including an anchor tenant, downtown hotel, and medical providers
- Update the City's Economic Development Plan
- Revisit the City's Municipal Codes and Zoning



04. Finances/Resources

- Obtain a lobbyist to obtain Federal and State funding resources
- Create a new position to serve as the City's centralized grants coordinator
- Develop a strategy for revenue development
- Conduct a traffic impact fee study

05. Quality of Life/Well-Being

- Create design guidelines
- Develop Danny Thomas Ranch
- Create park master plan including the transition to drought tolerant landscaping
- Complete improvements to existing parks including ADA access, parking, lighting, etc.
- Increase community events/arts and culture
- Complete Stewart Park and Sports Park improvements

CITY OF BEAUMONT
STRATEGIC PLAN
FY 2024-2025



TARGETS

The “Targets” were developed at the 2023 Strategic Planning/Goal Setting Workshop. The City Council determined that the targets identified would serve as the key pillars in which to categorize specific goals and action plans.

#1 – Communications/Relationships

#2 – Infrastructure/Projects/Traffic

#3 – Economic Development/Downtown

#4 – Finances/Resources

#5 – Quality of Life/Well-Being



GOALS

Key:

Top Priority Goals – Level 1

Second Priority Goals – Level 2

Third Priority Goals – Level 3

TARGET #1 GOALS – COMMUNICATIONS/RELATIONSHIPS

Priority Level	Mayor/Council Priority	Goal #	Goal
1	ML	1	Continue pop-ups/community visits and education
2	LW	2	Develop funding sources for community events
2	JV	3	Increase public communication and education; develop a strategy
2	-	4	Develop a system of proactive communication related to traffic and other topics (e.g. an App), and possible staffing increase
4	-	5	Strengthen relationships with other community leaders
4	-	6	Develop staff peer to peer relationships – internal and external

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TARGET #2 GOALS – INFRASTRUCTURE/PROJECTS/TRAFFIC

Priority Level	Mayor/ Council Priority	Goal #	Goal
1	ML	1	Develop an entry monument and 6 th Street improvements
1	DF	2	Develop 2 nd Street extension
1	LW	3	Develop Potrero interchange
1	JM	4	Develop Pennsylvania grade separation
1	JM	5	Re-design of 6 th Street Downtown
1	-	6	Develop Highland Springs interchange
1	-	7	Develop Oak Valley interchange
1	-	8	Add signal at 1 st St and Hwy 79
1	-	9	Add signal at 1 st St and Pennsylvania Ave
2	JM	10	Expand the Police Station
2	JV	11	Develop plan to deploy recycled water
4	-	12	Develop California Ave grade separation
4	-	13	Achieve rail transit stop
4	-	14	Develop Penn Ave ramps

TARGET #3 GOALS – ECONOMIC DEVELOPMENT/DOWNTOWN

Priority Level	Mayor/ Council Priority	Goal #	Goal
1	-	1	Update the City’s Downtown Revitalization Plan
2	LW	2	Develop a marketing plan
3	LW	3	Develop a pedestrian style downtown with shopping, restaurants, and parking
3	ML	4	Develop a plan for City investment in land acquisition
3	DF	5	Recruit and attract businesses, including an anchor tenant, downtown hotel, and medical providers
3	JM	6	Update the City’s Economic Development Plan
3	DF	7	Revisit the City’s Municipal Codes and Zoning
4	-	8	Strengthen existing business relationships
4	-	9	Promote events as part of Economic Development for the City

TARGET #4 GOALS – FINANCES/RESOURCES

Priority Level	Mayor/Council Priority	Goal #	Goal
1	DF	1	Develop a strategy for revenue development
1	LW	2	Conduct a traffic impact fee study
4	-	5	Re-evaluate the transit occupancy tax (TOT)
4	-	6	Revisit the City’s debt policy in consideration of potential changes towards an inter-generational policy
4	-	7	Consider needs for internal staffing increases
4	-	8	Explore creating an Enhanced Infrastructure Financing District (EFID)
4	-	9	Explore creating a Road and Bridge Benefit District (RBBD)

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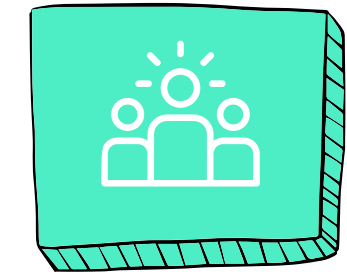
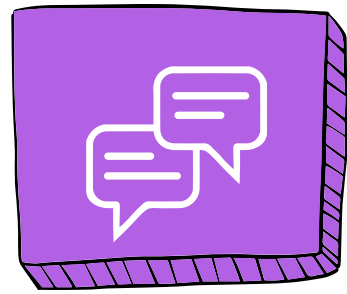
TARGET #5 QUALITY OF LIFE/WELL-BEING

Priority Level	Mayor/Council Priority	Goal #	Goal
1	ML	1	Create design guidelines
1	JM	2	Create Park Master Plan including the transition to drought tolerant landscaping
1	ML	3	Complete improvements to existing parks including ADA access, parking, lighting, etc.
1	JV	4	Increase community events/arts and culture
2	JM	5	Complete Stewart Park and Sports Park improvements
3	-	6	Complete Nicholas Park improvements
4	LW	7	Develop Danny Thomas Ranch
4	-	8	Develop plan for litter clean-up throughout the City
4	-	9	Plan for the addition of more sports fields and open space through land acquisition

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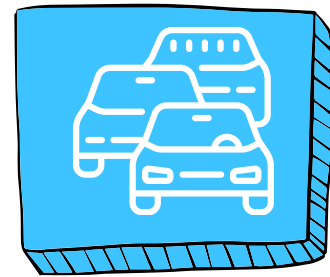
FY 2024-2025

STRATEGIC PLAN HIGH PRIORITIES



01. Communications/Relationships

- Continue pop-ups/community visits and education
- Develop funding sources for community events
- Increase public communication and education; develop a strategy
- **Develop a system of proactive communication related to traffic and other topics (e.g. an App), and possible staffing increase**



02. Infrastructure/Projects/Traffic

- Develop an entry monument and 6th St improvements
- Develop 2nd St extension
- Develop Potrero Interchange
- Develop Penn Ave Grade Separation
- Redesign of 6th St downtown
- Expand the Police Station
- Develop a plan to deploy recycled water
- **Develop Highland Springs Interchange**
- **Develop Oak Valley Interchange**
- **Add signal at 1st St and Hwy 79**
- **Add signal at 1st St and Penn Ave**



03. Economic Development

- Develop a marketing plan
- Develop a pedestrian style downtown with shopping, restaurants, and parking
- Develop a plan for City investment in land acquisition
- Recruit and attract businesses, including an anchor tenant, downtown hotel, and medical providers
- Update the City's Economic Development Plan
- Revisit the City's Municipal Codes and Zoning
- **Update the City's Downtown Revitalization Plan**



04. Finances/Resources

- Develop a strategy for revenue development
- Conduct a traffic impact fee study

05. Quality of Life/Well-Being

- Create design guidelines
- Create park master plan including the transition to drought tolerant landscaping
- Complete improvements to existing parks including ADA access, parking, lighting, etc.
- Increase community events/arts and culture
- Complete Stewart Park and Sports Park improvements
- **Complete Nicholas Park improvements**



Staff Report

TO: City Council
FROM: Jennifer Ustation, Finance Director
DATE: December 5, 2023
SUBJECT: FY 2024-2025 Budget Timeline

Description Review and provide direction on proposed FY 2024-2025 budget timeline.

Background and Analysis:

The City of Beaumont prepares an annual operating budget and updates its Five-Year Capital Improvement Program (CIP) budget each year. The process generally begins in December or January and must be adopted by the City Council by June 30th of each year.

The Finance Department is beginning to coordinate the preparation of the FY 2024-25 City Operating Budget and will coordinate with the Public Works Department which leads the preparation of the CIP. The proposed timeline for the preparation and approval of the operating budget is provided below and is also depicted on the attached timeline:

- **December**
 - Dec 5th – **COUNCIL MEETING:** Present proposed timeline to City Council for review
- **January**
 - Jan 11th - Budget kickoff with department managers to discuss timeline and process.
 - Jan 12th – Feb 9th - Departments enter their budget line items into Incode and complete their program and enhancement sheets.
- **February**
 - Feb 2nd – Wage and other expense budget items due to Finance
 - Feb 12th – Feb 23rd - Finance Department reviews budget submittals from departments and makes any adjustments and/or corrections with departments.

- Feb 19th – **FINANCE COMMITTEE MEETING (Special Meeting):**
Revenue planning and long-term forecasting to Finance & Audit Committee
- Feb 16th – Deadline to submit CIP requests into Cleargov by departments
- Feb 21st – CIP meeting to review CIP requests
- **March**
 - March 1st - March 15th - City Manager and Finance meets with departments to discuss and review budgets and expiring contracts
- **April**
 - April 5th – Deadline for department’s entry into their budget book pages into the online Cleargov budget book
 - April 23rd – **COUNCIL WORKSHOP:** City Council to receive departmental budget presentations and proposed CIP
- **May**
 - May 13th – **FINANCE COMMITTEE MEETING (Special Meeting):**
Finance Committee review of proposed budget
 - May 21st – **COUNCIL MEETING:** First review of proposed budget to City Council for review and public hearings
- **June**
 - June 4th – **COUNCIL MEETING:** Final budget to City Council for approval and adoption of FY24/25 budget
 - June 18th – **COUNCIL MEETING:** Presentation of budget book and budget message to City Council

Fiscal Impact:

The estimated cost to prepare this report is \$212.

Recommended Action:

Receive and file.

Attachments:

- A. FY 2024-2025 Budget Timeline

FY 2024/25 BUDGET CALENDAR

Date	Item	Description
December 05	Council Meeting	Present proposed timeline to City Council for review
December 05	Council Meeting	Review and revise Strategic Plan
January 11	Budget Kickoff	Meet with Department Managers to discuss timeline and process
Jan 12 - Feb 09	Operating Budget Deadline	Departmental operating budget entry and forms due to Finance
February 2	Operating Budget Tools	Wage and other expense budget items due to Finance
February 12-23	Budget Submission Review	Finance reviews budget submissions
February 16	Capital Request Deadline	Deadline to submit capital budget requests into Cleargov by departments
February 19	Finance Committee Meeting	Revenue planning and long-term forecasting review
February 21	Capital Request Review	CIP meeting to review capital budget requests
Mar 1 - Mar 15	Admin Budget Review	City Manager and Finance to hold departmental budget review meetings
April 5	Budget Book Entry Deadline	Deadline for department's entry into Cleargov budget book
April 23	Council Workshop	City Council to receive departmental budget presentations and proposed CIP
May 13	Finance Committee Meeting	Finance Committee review of proposed budget
May 21	Formal Budget Presented	First review of proposed budget to City Council for review and public hearings
June 4	Budget Adoption	Final budget to City Council for approval and adoption of FY23/24 budget
June 18	Budget Book and Message	Presentation of budget book and budget message to City Council



Staff Report

TO: City Council
FROM: Robert Vestal, Public Works Director
DATE: December 5, 2023
SUBJECT: Fourth Amendment to the Professional Services Agreement with Moffatt & Nichols for the Pennsylvania Avenue Grade Separation Project (CIP 2017-012)

Description Approve a fourth amendment to the Professional Services Agreement with Moffatt & Nichol for the Pennsylvania Avenue Grade Separation project; reduce the contract amount to \$450,845.32; and extend the contract term for one additional year.

Background and Analysis:

On December 19, 2017, the City approved a Professional Services Agreement with Moffatt & Nichol (M&N) in the amount not to exceed \$295,523 for environmental documentation services that covered the following three projects along Pennsylvania Avenue:

- Pennsylvania Avenue Interchange (CIP 2017-001)
- Pennsylvania Avenue Widening (CIP 2017-009)
- Pennsylvania Avenue Grade Separation (CIP 2017-012)

On January 2, 2019, the City Council approved Amendment No. 1 in the amount not to exceed \$51,618. This amendment provided regulatory permitting and MSHCP services to the three projects.

On February 2, 2021, the City Council approved Amendment No. 2 in the amount not to exceed \$64,528. This amendment provided additional regulatory permitting funds for the Pennsylvania Avenue Widening project due to updated environmental regulations and requirements.

On November 15, 2022, the City approved Amendment No. 3 in the amount not to exceed \$144,705. This amendment added funds to the Pennsylvania Avenue Grade Separation project to comply with the National Environmental Policy Act (NEPA), which is required in order to receive federal grant funds. This amendment also extended the term of the contract for one additional year.

The term of the original professional services agreement was five years. Per the City's municipal code (3.02.070), the term of any professional services contract awarded shall be a maximum of five years, with two one-year renewals, subject to City Council approval. Extension of a contract beyond the initial term shall be approved by four-fifth vote of the City Council. The first one-year renewal occurred with Amendment No. 3. A new Amendment No. 4 is now proposed for the second one-year renewal of the contract. Per the City's municipal code this will be the final one-year extension of the contract, after which the contract cannot be extended again.

Project Update:

A summary of the work completed to date for each of the three projects under this agreement is as follows:

- Pennsylvania Avenue Interchange (CIP 2017-001) – CEQA studies for this project were completed concurrently with the studies performed for the Pennsylvania Avenue Widening project. Completion of the CEQA documentation, regulatory permitting, and all remaining work for this project was then paused as it was determined that a future contract for NEPA would be the appropriate avenue for this project. A total of \$105,210.78 of unexpended funds remains on this project.
- Pennsylvania Avenue Widening (CIP 2017-009) – All technical studies for CEQA were completed within budget for this project, which resulted in an initial study and mitigated negative declaration (IS/MND) that was filed in August of 2021. Only \$317.90 of unexpended funds remains on this project.

Pennsylvania Avenue Grade Separation (CIP 2017-012) – CEQA and NEPA technical studies are moving forward with Caltrans as the lead agency. There is currently \$138,105.60 of unexpended funds remaining on this project.

Fiscal Impact:

The cost to prepare this staff report is estimated to be \$350.

A summary of the allocation of funds for the original agreement and each of the amendments is provided in the following table. With Amendment No. 4, staff proposes to unencumber the unexpended funds from the Pennsylvania Avenue Interchange Project (CIP 2107-001) and the Pennsylvania Avenue Widening Project (CIP 2017-009). Only the Pennsylvania Avenue Grade Separation Project work will continue under this agreement. This will reduce the total contract amount to \$450,845.32, as shown in the following table. No additional funds are being requested with this amendment.

Agreement Summary	Pennsylvania Ave Interchange (CIP 2017-001)	Pennsylvania Ave Widening (CIP 2017-009)	Pennsylvania Ave Grade Separation (CIP 2017-012)	Total Contract and Amendment Amount
Original Agreement Dec 19, 2017	\$174,762.00	\$94,286.00	\$26,475.00	\$295,523.00
Amendment #1 Jan 2, 2019	\$20,647.00	\$5,162.00	\$25,809.00	\$51,618.00
Amendment #2 Feb 2, 2021		\$64,528.00		\$64,528.00
Amendment #3 Nov 15, 2022			\$144,705.00	\$144,705.00
Amendment #4 Dec 5, 2023	-\$105,210.78	-\$317.90		-\$105,528.68
Total	\$90,198.22	\$163,658.10	\$196,989.00	\$450,845.32

The following table is an overview of the current project funding, project budget, and remaining budget for the Pennsylvania Avenue Grade Separation project.

2017-012 Pennsylvania Avenue Grade Separation Project Accounting Summary				
Funding Summary				
Funding Year	Funding Source		Amount	
FY 17/18	Road & Bridge DIF		\$2,250,000.00	
FY 22/23	General Fund		\$1,000,000.00	
FY 23/24	General Fund		\$1,000,000.00	
FY 23/24	Road & Bridge DIF		\$4,428,556.00	
Total Project Funding =			\$8,678,556.00	
Budget Summary				
Project Component	Budget	Encumbered	Paid to Date	Remaining Budget
Project Management	\$8,476.00	(\$8,475.60)	(\$8,475.60)	\$0.40
Preliminary Services	\$0.00	\$0.00	\$0.00	\$0.00
Environmental	\$297,284.00	(\$196,989.00)	(\$58,883.40)	\$100,295.00
Design	\$3,394,240.00	(\$1,990,183.00)	(\$861,211.82)	\$1,404,057.00
Construction	\$4,428,556.00	\$0.00	\$0.00	\$4,428,556.00
Construction Management	\$0.00	\$0.00	\$0.00	\$0.00
Permits	\$550,000.00	(\$450,000.00)	(\$8,001.76)	\$100,000.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Project Summary Totals	\$8,678,556.00	(\$2,645,647.60)	(\$936,572.58)	\$6,032,908.40

Recommended Action:

Approve a fourth amendment to the Professional Services Agreement with Moffatt & Nichol for the Pennsylvania Avenue Grade Separation project; reduce the contract amount to \$450,845.32; and extend the contract term for one additional year.

Attachments:

- A. Fourth Amendment to PSA with Moffatt & Nichol
- B. Original Agreement and Previous Amendments

FOURTH AMENDMENT TO AGREEMENT FOR INDEPENDENT CONTRACTOR

THIS FOURTH AMENDMENT TO AGREEMENT OF SERVICES BY INDEPENDENT CONTRACTOR (“Amendment”) is made and effective as of the 5th day of December 2023 by and between the CITY OF BEAUMONT (“CITY”), a general law city, and MOFFATT & NICHOL, a California Corporation (hereinafter called “CONTRACTOR”) in consideration of the mutual promises and purpose contained herein, the parties agree as follow:

RECITALS

This Amendment is made with respect to the following facts and purpose that the parties agree are true and correct:

- A. On December 19, 2017, CITY and CONTRACTOR entered into that certain agreement entitled “Agreement for Professional Service by Independent Contractor (“Agreement”) for ENVIRONMENTAL DOCUMENTATION SERVICES FOR THE PENNSYLVANIA AVENUE INTERCHANGE IMPROVEMENT PROJECT, PENNSYLVANIA AVENUE WIDENING PROJECT AND THE PENNSYLVANIA AVENUE GRADE SEPARATION PROJECT.
- B. On January 2, 2019, the City and Contractor entered into the “First Amendment to Agreement for Professional Services” to extend the term of contract and increase the scope of services.
- C. On February 2, 2021, the City and Contractor entered into the “Second Amendment to Agreement for Professional Services” to extend the term of contract and increase the scope of services.
- D. On November 15, 2022, the City and Contractor entered into the “Third Amendment to Agreement for Professional Services” to extend the term of contract and increase the scope of services.
- E. Contractor has provided a Letter of Extension dated November 13, 2023, to extend the term of the Agreement a final time and add the scope of sewer relocation work, and close out the tasks of Pennsylvania Avenue Interchange Project and Pennsylvania Avenue Widening Project.

AMENDMENT

Section 1. Term of Agreement in accordance with Section 1 of the Agreement, the parties agree to extend the term of the Agreement by one (1) year. Notwithstanding anything in this Agreement to the contrary, this Agreement shall automatically terminate December 19, 2024, unless earlier terminated by the parties in accordance with the Agreement. The Agreement is hereby amended as follows: CONTRACTOR agrees to provide the services (“Services”) as follows: ENVIRONMENTAL DOCUMENTATION SERVICES (“Services”) per revised Exhibit “A” dated November 13, 2023, and any other services which the City may request in writing. All Services shall be performed in the manner and

according to the timeframe set forth in the Proposal. CONTRACTOR designates Stephanie Oslick as CONTRACTOR's professional responsible for overseeing the Services provided by CONTRACTOR.

The recitals to this Amendment are deemed incorporated herein by this reference. All other terms of the Agreement not expressly amended by this Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereby have made and executed this Amendment to be effective as of the day and year first above-written.

CITY:

CITY OF BEAUMONT

By: _____
Julio Martinez III, Mayor

CONTRACTOR:

Moffatt & Nichol

By: _____
Print Name: _____
Title: _____

ATTEST:

By: _____
Nicole Wheelwright, Deputy City Clerk

APPROVED AS TO FORM:

By: _____
John O. Pinkney, City Attorney

EXHIBIT "A"

PROPOSAL

November 13, 2023

Mr. Dustin Christensen
City of Beaumont Principal Engineer
550 E. 6th Street
Beaumont, CA 92223

Subject: Pennsylvania Avenue Grade Separation Project - Amendment Request #4 for Inclusion of Sewer Relocation and Update From Caltrans Local Assistance to Caltrans Oversight Process

Dear Mr. Christensen:

Moffatt and Nichol (M&N) is pleased to provide the City of Beaumont with continued assistance on the Pennsylvania Avenue Grade Separation Project. This amendment request is to our existing contract dated December 19, 2017 to provide “Environmental Documentation Services for Pennsylvania Avenue Interchange Improvement Project, Pennsylvania Avenue Widening Project and the Pennsylvania Avenue Grade Separation Project.” Specifically, this Amendment #4 request is to (1) extend the contract beyond December 19, 2023 for one additional year to December 19, 2024, (2) add in the sewer relocation work to move the City sewer from under Pennsylvania Avenue to Massachusetts Avenue, and (3) update the scope of work for the Pennsylvania Avenue Grade Separation Project to be consistent with the Caltrans oversight (not Local Assistance) project development process.

Further, no additional work will be performed on the Pennsylvania Avenue Interchange Improvement Project or the Pennsylvania Avenue Widening Project – both of these projects will be closed-out and remaining funds will be unencumbered as follows:

- Pennsylvania Interchange (\$105,210.78 remaining)
- Pennsylvania Widening (\$317.90 remaining)

Amendment #1 dated January 2, 2019 was approved for (1) extending the contract to December 19, 2020 (term of agreement) to December 19, 2023, and (2) providing Regulatory and Multiple Species Habitat Conservation Plan (MSHCP) services specifically for the Pennsylvania Avenue Widening Project (additional services and compensation). Amendment #1 services were not included in the original 2017 contract because the original contract was only for services during the environmental document phase (technical studies and the environmental document), and these regulatory services are completed during final design, which is the project phase after the environmental document phase.

Amendment #2 dated February 2, 2021 was approved for (1) extend the contract beyond December 19, 2020, and (2) provide continued California Environmental Quality Act (CEQA) services for the Pennsylvania Avenue Widening Project (Widening Project) due to project

description changes, changes to the CEQA Environmental Checklist, revision to USACE regulations on Waters of the United States definition, and new SB743 legislation (requirement to analyze vehicles miles travelled) that occurred in June-July 2020 after production of the environmental documentation had already commenced. Since 2019 and in June-July 2020, the Widening Project has undergone design changes from the original 95% Plan Set, regulatory changes (SB743 implementation and USACE jurisdiction definition), and changes in CEQA that require additional effort to complete the tasks. Design changes include removing the sidewalk from the east side of Pennsylvania Avenue, incorporating new structural Best Management Practices (BMP)s and a revised project footprint. These project description changes will require additional effort to update the supportive technical analysis/studies already completed and update environmental resource analyses in the IS/MND.

Amendment #3 dated November 15, 2022 was approved for (1) extend the contract one year to December 19, 2023, and (2) provide National Environmental Policy Act (NEPA) services for the Pennsylvania Avenue Grade Separation Project (Grade Sep Project) due to the City obtaining federal funds by FHWA to help build the Grade Sep Project. At the time of the original contract, it was not anticipated that compliance with NEPA would be required.

In Summer 2022, the City decided to procure federal funds from FHWA to help build the Grade Sep project. Since there will now be a federal nexus, the Grade Sep project is federalized, and NEPA compliance is required. Per NEPA Assignment, Caltrans acts on behalf of FHWA, and therefore the NEPA document and technical studies need to comply with Caltrans processes and templates (as applicable). At the time of Amendment #3, it was anticipated that the project would go through the Local Assistance Process, where a Preliminary Environmental Study (PES) would be required. The PES document identifies the type and level of any required technical studies and the type of NEPA environmental document (anticipated to be a NEPA Categorical Exclusion). The following technical studies may also be required:

- Part of the project is located with the Western Riverside Multiple Species Habitat Conservation Plan (MSHCP) and possible waters of the US/State. To be prepared by Noreas, Inc.
- The Union Pacific Railroad is a recorded historic site in the area, and excavation is anticipated for this project. The project will need to comply with Section 106 of the National Historic Preservation Act. To be prepared by CRM Tech.
- The project is located within City and Union Pacific right-of-way, a Phase I Initial Site Assessment (to determine any hazardous materials within the project site) will likely be needed. To be prepared by Leighton Consulting, Inc.
- The project will have a vertical change to the Pennsylvania Avenue alignment, a Noise Study Report (NSR) will likely be needed. To be prepared by Entech Consulting Group.
- A paleontological sensitivity assessment may be needed for this project. To be prepared by CRM Tech.

M&N respectfully requests a time extension (to complete this work not to exceed December 19, 2024) to incorporate the sewer relocation and follow the Caltrans oversight process. No additional fees are being requested; however, some of the existing fees may be shifted from previous tasks to account for different work tasks associated with this Amendment (and Caltrans requirements). The tasks, assumptions, and exclusions are included in Attachment A Scope of Work.

If you have any questions or require additional information, please contact me at 562-317-3491. We look forward to working with you.

Sincerely,

MOFFATT & NICHOL



Stephanie S. Oslick, AICP, ENV SP

Project Manager

Encl: Attachment A: Scope of Work

Attachment A

(Scope of Work and Fee)

TASK 1 – PROJECT DESCRIPTION

M&N will prepare the project description for inclusion in the technical studies and the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) environmental documents.

Scope of work:

- Coordinate with Project Engineer for updated Plan Set and CAD Files.

Deliverable:

- Draft and Final Project Description

TASK 2 – CEQA ENVIRONMENTAL DOCUMENT

M&N will prepare the CEQA environmental document (assumed to be a Categorical Exemption with Caltrans acting as the CEQA Lead Agency), consistent with the Project Description described under Task 1 above.

Scope of work:

- Prepare Draft and Final CEQA Categorical Exemption for City and Caltrans review (and Caltrans approval)

Deliverables:

- Prepare Draft and Final CEQA Categorical Exemption

TASK 3 – NEPA ENVIRONMENTAL DOCUMENT

M&N will prepare the NEPA environmental document (assumed to be a Categorical Exclusion with Caltrans acting as the NEPA Lead Agency), consistent with the Project Description described under Task 1 above.

Scope of work:

- Prepare Draft and Final NEPA Categorical Exclusion for City and Caltrans review (and Caltrans approval)

Deliverables:

- Prepare Draft and Final NEPA Categorical Exclusion

TASK 4 – ENVIRONMENTAL TECHNICAL STUDIES

M&N will coordinate with the technical specialists to provide the Project Description, Environmental Project Footprint and respond to requests for information needed to prepare environmental technical studies. M&N oversight will include quality control for adequacy of analysis and findings consistent with CEQA and NEPA.

Scope of work:

- Coordinate with specialists to prepare required environmental technical studies. Studies include the following: Biological Resources, Cultural Resources, Hazardous Materials, Noise and Paleontology.
- Oversee and Quality Control of environmental technical studies.
- Coordinate with City as needed regarding findings of the technical analyses.

Deliverable:

- Draft and Final Environmental Technical Studies for review/approval by City and Caltrans.

TASK 5 – REGULATORY PERMITTING

If needed, M&N will prepare regulatory permitting applications to impacts to wetlands or Waters of the US/Waters of the State from the US Army Corps of Engineers (USACE), Regional Water Quality Control Board (RWQCB), and/or California Department of Fish and Wildlife (CDFW).

Scope of work:

- Coordinate with applicable regulatory agencies and submit permit applications.

Deliverable:

- Regulatory agency permit applications (assuming USACE Nationwide Permit, RWQCB 401 Certification, and CDFW 1600).

TASK 6 – PROJECT MANAGEMENT

M&N will manage the environmental document, coordination with subconsultants, billing, invoicing and contract between the City and M&N's subconsultants.

Deliverable:

- No specific deliverable for this Task.

FEE

Existing budgetary authority will be used to complete tasks associated with Amendment #4, and no additional fees are being requested. Please note that some individual tasks may be more/less than what was previously identified, due to compliance with the Caltrans oversight process.

Assumptions and Exclusions:

1. The Project will require Caltrans review and approval of the Environmental Document and Technical Studies. Caltrans is the CEQA and NEPA Lead Agency.
2. No additional project description changes will occur as of the 65% plans provided to M&N. Project description changes may require a revised scope of work.
3. This scope of work is valid for 90 days. Any delays beyond M&N's control may require a revised scope of work.
4. The scope of work assumes no significant environmental impacts as defined by CEQA and/or NEPA, which would require a higher-level environmental document to be prepared (e.g., CEQA Initial Study/Mitigated Negative Declaration, CEQA Environmental Impact Report, NEPA Environmental Assessment, or NEPA Environmental Impact Statement).
5. It is assumed that no federal and/or state sensitive species (e.g., threatened or endangered species) will be present within the project study area.
6. If regulatory permitting is needed, any permitting application fees will be paid by the City.

AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR

THIS AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR is made and effective as of the 19th day of December, 2017, by and between the CITY OF BEAUMONT (“CITY”) whose address is 550 E. 6th Street, Beaumont, California 92223 and MOFFATT & NICHOL whose address is 3780 Kilroy Airport Way, Suite 600, Long Beach, CA 90806 (“CONTRACTOR”).

RECITALS

This Agreement is entered into on the basis of the following facts, understandings and intentions of the parties to this Agreement:

A. CITY desires to engage CONTRACTOR to provide Environmental Documentation Services for the Pennsylvania Avenue Interchange Improvement Project, Pennsylvania Avenue Widening Project and the Pennsylvania Avenue Grade Separation Project; and

B. CONTRACTOR has made a proposal (“Proposal”) to the CITY to provide such professional services, which Proposal is attached hereto as Exhibit “A”; and

C. CONTRACTOR agrees to provide such services pursuant to, and in accordance with, the terms and conditions of this Agreement, and represents and warrants to CITY that CONTRACTOR possesses the necessary skills, licenses, certifications, qualifications, personnel and equipment to provide such services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and mutual covenants contained herein, CITY and CONTRACTOR agree as follows:

1. Term of Agreement. This Agreement is effective as of the date first above written and shall continue until terminated as provided for herein. Notwithstanding anything in this Agreement to the contrary, this Agreement shall automatically terminate after one (1) year unless extended by the parties with the approval of the City Council of the CITY.

2. Services to be Performed. CONTRACTOR agrees to provide the services (“Services”) as follows: Environmental Documentation Services for the Pennsylvania Avenue Interchange Improvement Project, Pennsylvania Avenue Widening Project and the Pennsylvania Avenue Grade Separation Project and any other services which the City may request in writing. All Services shall be performed in the manner and according to the timeframe set forth in the Proposal. CONTRACTOR designates Jim McCluskie as CONTRACTOR’S professional responsible for overseeing the Services provided by CONTRACTOR.

3. Associates and Subcontractors. CONTRACTOR may, at CONTRACTOR’S sole cost and expense, employ such competent and qualified independent associates, subcontractors and consultants as CONTRACTOR deems necessary to perform the Services; provided,

however, that CONTRACTOR shall not subcontract any of the Services without the written consent of CITY.

4. Compensation.

4.01 CONTRACTOR shall be paid at the rates set forth in the Proposal and shall not increase any rate without the prior written consent of the CITY. Notwithstanding anything in this Agreement to the contrary, total fees and charges paid by CITY to CONTRACTOR under this Agreement shall not two hundred ninety five thousand five hundred twenty three dollars (\$295,523).

4.02 CONTRACTOR shall not be compensated for any Services rendered nor reimbursed for any expenses incurred in excess of those authorized unless approved in advance by the CITY, in writing.

4.03 CONTRACTOR shall submit to CITY, on or before the fifteenth (15th) of each month, itemized invoices for the Services rendered in the previous month. The CITY shall not be obligated to pay any invoice that is submitted more than sixty (60) days after the due date of such invoice. CITY shall have the right to review and audit all invoices prior to or after payment to CONTRACTOR. This review and audit may include, but not be limited to CITY's:

a. Determination that any hourly fee charged is consistent with this Agreement's approved hourly rate schedule;

b. Determination that the multiplication of the hours billed times the approved rate schedule dollars is correct;

c. Determination that each item charged is the usual, customary, and reasonable charge for the particular item. If CITY determines an item charged is greater than usual, customary, or reasonable, or is duplicative, ambiguous, excessive, or inappropriate, CITY shall either return the bill to CONTRACTOR with a request for explanation or adjust the payment accordingly, and give notice to CONTRACTOR of the adjustment.

4.04 If the work is satisfactorily completed, CITY shall pay such invoice within thirty (30) days of its receipt. Should CITY dispute any portion of any invoice, CITY shall pay the undisputed portion within the time stated above, and at the same time advise CONTRACTOR in writing of the disputed portion.

5. Obligations of CONTRACTOR.

5.01 CONTRACTOR agrees to perform all Services in accordance with the terms and conditions of this Agreement and the Proposal. In the event that the terms of the Proposal shall conflict with the terms of this Agreement, or contain additional terms other than the Services to be rendered and the price for the Services, the terms of this Agreement shall govern and said additional or conflicting terms shall be of no force or effect.

5.02 Except as otherwise agreed by the parties, CONTRACTOR will supply all personnel, materials and equipment required to perform the Services. CONTRACTOR shall provide its own offices, telephones, vehicles and computers and set its own work hours. CONTRACTOR will determine the method, details, and means of performing the Services under this Agreement.

5.03 CONTRACTOR shall keep CITY informed as to the progress of the Services by means of regular and frequent consultations. Additionally, when requested by CITY, CONTRACTOR shall prepare written status reports.

5.04 CONTRACTOR is responsible for paying, when due, all income and other taxes, fees and withholding, including withholding state and federal taxes, social security, unemployment and worker's compensation, incurred as a result of the compensation paid under this Agreement. CONTRACTOR agrees to indemnify, defend and hold harmless CITY for any claims, costs, losses, fees, penalties, interest, or damages suffered by CITY resulting from CONTRACTOR's failure to comply with this provision.

5.05 In the event CONTRACTOR is required to prepare plans, drawings, specifications and/or estimates, the same shall be furnished in conformance with local, state and federal laws, rules and regulations.

5.06 CONTRACTOR represents that it possesses all required licenses necessary or applicable to the performance of Services under this Agreement and the Proposal and shall obtain and keep in full force and effect all permits and approvals required to perform the Services herein. In the event CITY is required to obtain an approval or permit from another governmental entity, CONTRACTOR shall provide all necessary supporting documents to be filed with such entity.

5.07 CONTRACTOR shall be solely responsible for obtaining Employment Eligibility Verification information from CONTRACTOR's employees, in compliance with the Immigration Reform and Control Act of 1986, Pub. L. 99-603 (8 U.S.C. 1324a), and shall ensure that CONTRACTOR's employees are eligible to work in the United States.

5.08 In the event that CONTRACTOR employs, contracts with, or otherwise utilizes any CalPers retirees in completing any of the Services performed hereunder, such instances shall be disclosed in advance to the CITY and shall be subject to the CITY's advance written approval.

5.09 Drug-free Workplace Certification. By signing this Agreement, the CONTRACTOR hereby certifies under penalty of perjury under the laws of the State of California that the CONTRACTOR will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code, Section 8350 et seq.) and will provide a drug-free workplace.

5.10 CONTRACTOR shall comply with all applicable local, state and federal laws, rules, regulations, entitlements and/or permits applicable to, or governing the Services authorized hereunder.

6. Insurance. CONTRACTOR hereby agrees to be solely responsible for the health and safety of its employees and agents in performing the Services under this Agreement and shall comply with all laws applicable to worker safety including but not limited to Cal-OSHA. Therefore, throughout the duration of this Agreement, CONTRACTOR hereby covenants and agrees to maintain insurance in conformance with the requirements set forth below. If existing coverage does not meet the requirements set forth herein, CONTRACTOR agrees to amend, supplement or endorse the existing coverage to do so. CONTRACTOR shall provide the following types and amounts of insurance:

6.01 Commercial general liability insurance in an amount of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; CONTRACTOR agrees to have its insurer endorse the general liability coverage required herein to include as additional insured's CITY, its officials, employees and agents. CONTRACTOR also agrees to require all contractors and subcontractors to provide the same coverage required under this Section 6.

6.02 Business Auto Coverage in an amount no less than \$1 million per accident. If CONTRACTOR or CONTRACTOR's employees will use personal autos in performance of the Services hereunder, CONTRACTOR shall provide evidence of personal auto liability coverage for each such person.

6.03 Workers' Compensation coverage for any of CONTRACTOR's employees that will be providing any Services hereunder. CONTRACTOR will have a state-approved policy form providing statutory benefits as required by California law. The provisions of any workers' compensation will not limit the obligations of CONTRACTOR under this Agreement. CONTRACTOR expressly agrees not to use any statutory immunity defenses under such laws with respect to CITY, its employees, officials and agents.

6.04 Optional Insurance Coverage. Choose and check one: Required X /Not Required ; Errors and omissions insurance in a minimum amount of \$2 million per occurrence to cover any negligent acts or omissions committed by CONTRACTOR, its employees and/or agents in the performance of any Services for CITY.

7. General Conditions pertaining to Insurance Coverage

7.01 No liability insurance coverage provided shall prohibit CONTRACTOR from waiving the right of subrogation prior to a loss. CONTRACTOR waives all rights of subrogation against CITY regardless of the applicability of insurance proceeds and shall require all contractors and subcontractors to do likewise.

7.02. Prior to beginning the Services under this Agreement, CONTRACTOR shall furnish CITY with certificates of insurance, endorsements, and upon request,

complete copies of all policies, including complete copies of all endorsements. All copies of policies and endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf.

7.03. All required policies shall be issued by a highly rated insurer with a minimum A.M. Best rating of "A:VII"). The insurer(s) shall be admitted and licensed to do business in California. The certificates of insurance hereunder shall state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice has been given to CITY.

7.04 Self-insurance does not comply with these insurance specifications. CONTRACTOR acknowledges and agrees that that all insurance coverage required to be provided by CONTRACTOR or any subcontractor, shall apply first and on a primary, non-contributing basis in relation to any other insurance, indemnity or self-insurance available to CITY.

7.05 All coverage types and limits required are subject to approval, modification and additional requirements by CITY, as the need arises. CONTRACTOR shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect CITY's protection without CITY's prior written consent.

7.06 CONTRACTOR agrees to provide immediate notice to CITY of any claim or loss against CONTRACTOR or arising out of the Services performed under this Agreement. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.

8. Indemnification.

8.01 CONTRACTOR and CITY agree that CITY, its employees, agents and officials should, to the extent permitted by law, be fully protected from loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, defense costs, court costs or any other costs arising out of or in any way related to the performance of this Agreement by CONTRACTOR or any subcontractor or agent of either. Accordingly, the provisions of this indemnity are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to CITY. CONTRACTOR acknowledges that CITY would not enter into this Agreement in the absence of the commitment of CONTRACTOR to indemnify and protect CITY as set forth herein.

a. With respect to all claims except those arising out of CONTRACTOR's performance of professional services hereunder, which are addressed in Subsection c. below, to the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless CITY, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses,

expenses, damages or costs of any kind, whether actual, alleged or threatened, actual attorneys' fees incurred by CITY, court costs, interest, defense costs, including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of or arising out of or in any way attributable actually, allegedly or impliedly, in whole or in part to the performance of this Agreement. CONTRACTOR's obligation to defend, indemnify and hold harmless shall include any and all claims, suits and proceedings in which CONTRACTOR (and/or CONTRACTOR's agents and/or employees) is alleged to be an employee of CITY. All obligations under this provision are to be paid by CONTRACTOR as they are incurred by CITY.

b. Without affecting the rights of CITY under any provision of this Agreement or this Section, CONTRACTOR shall not be required to indemnify and hold harmless CITY as set forth above for liability attributable solely to the fault of CITY, provided such fault is determined by agreement between the parties or the findings of a court of competent jurisdiction.

c. With respect to all claims arising out of CONTRACTOR's performance of professional services hereunder, CONTRACTOR shall indemnify and hold harmless CITY, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, damages, and attorneys' fees, court costs, interest, defense costs, including expert witness fees and any other costs or expenses incurred by the CITY to the extent such costs arise out of the negligence of CONTRACTOR in the performance of professional services hereunder

9. Additional Services, Changes and Deletions.

9.01 In the event CONTRACTOR performs additional or different services than those described herein without the prior written approval of the City Manager and/or City Council of CITY, CONTRACTOR shall not be compensated for such services. CONTRACTOR expressly waives any right to be compensated for services and materials not covered by the scope of this Agreement or authorized by the CITY in writing.

9.02 CONTRACTOR shall promptly advise the City Manager and Finance Director of CITY as soon as reasonably practicable upon gaining knowledge of a condition, event or accumulation of events which may affect the scope and/or cost of Services. All proposed changes, modifications, deletions and/or requests for additional services shall be reduced to writing for review and approval by the CITY and/or City Council.

10. Termination of Agreement.

10.01 Notwithstanding any other provision of this Agreement, CITY, at its sole option, may terminate this Agreement with or without cause, or for no cause, at any time by giving twenty (20) days' written notice to CONTRACTOR.

10.02 In the event of termination, the payment of monies due CONTRACTOR for undisputed Services performed prior to the effective date of such termination shall be paid within thirty (30) business days after receipt of an invoice as provided in this Agreement. Immediately upon termination, CONTRACTOR agrees to promptly provide and deliver to CITY all original documents, reports, studies, plans, specifications and the like which are in the possession or control of CONTRACTOR and pertain to CITY.

11. Status of CONTRACTOR.

11.01 CONTRACTOR shall perform the Services in CONTRACTOR's own way as an independent contractor, and in pursuit of CONTRACTOR's independent calling, and not as an employee of CITY. However, CONTRACTOR shall regularly confer with CITY's City Manager as provided for in this Agreement.

11.02 CONTRACTOR agrees that it is not entitled to the rights and benefits afforded to CITY's employees, including disability or unemployment insurance, workers' compensation, retirement, CalPers, medical insurance, sick leave, or any other employment benefit. CONTRACTOR is responsible for providing, at its own expense, disability, unemployment, workers' compensation and other insurance, training, permits, and licenses for itself and its employees and subcontractors.

11.03 CONTRACTOR hereby specifically represents and warrants to CITY that it possesses the qualifications and skills necessary to perform the Services under this Agreement in a competent, professional manner, without the advice or direction of CITY and that the Services to be rendered pursuant to this Agreement shall be performed in accordance with the standards customarily applicable to an experienced and competent professional rendering the same or similar services in the same geographic area where the CITY is located. Further, CONTRACTOR represents and warrants that the individual signing this Agreement on behalf of CONTRACTOR has the full authority to bind CONTRACTOR to this Agreement.

12. Ownership of Documents; Audit.

12.01 All draft and final reports, plans, drawings, studies, maps, photographs, specifications, data, notes, manuals, warranties and all other documents of any kind or nature prepared, developed or obtained by CONTRACTOR in connection with the performance of Services performed for the CITY shall become the sole property of CITY, and CONTRACTOR shall promptly deliver all such materials to CITY upon request. At the CITY's sole discretion, CONTRACTOR may be permitted to retain original documents, and furnish reproductions to CITY upon request, at no cost to CITY.

12.02 Subject to applicable federal and state laws, rules and regulations, CITY shall hold all intellectual property rights to any materials developed pursuant to this Agreement. CONTRACTOR shall not such use data or documents for purposes other than the performance of this Agreement, nor shall CONTRACTOR release, reproduce, distribute, publish, adapt for future use or any other purposes, or otherwise use, any data

or other materials first produced in the performance of this Agreement, nor authorize others to do so, without the prior written consent of CITY.

12.03 CONTRACTOR shall retain and maintain, for a period not less than four years following termination of this Agreement, all time records, accounting records and vouchers and all other records with respect to all matters concerning Services performed, compensation paid and expenses reimbursed. At any time during normal business hours and as often as CITY may deem necessary, CONTRACTOR shall make available to CITY's agents for examination all of such records and shall permit CITY's agents to audit, examine and reproduce such records.

13. Miscellaneous Provisions.

13.01 This Agreement, which includes all attached exhibits, supersedes any and all previous agreements, either oral or written, between the parties hereto with respect to the rendering of Services by CONTRACTOR for CITY and contains all of the covenants and agreements between the parties with respect to the rendering of such Services in any manner whatsoever. Any modification of this Agreement will be effective only if it is in writing signed by both parties.

13.02 CONTRACTOR shall not assign or otherwise transfer any rights or interest in this Agreement without the prior written consent of CITY. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

13.03 CONTRACTOR shall timely file FPPC Form 700 Conflict of Interest Statements with CITY if required by California law and/or the CITY's conflict of interest policy.

13.04 If any legal action or proceeding, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs, in addition to any other relief to which that party may be entitled.

13.05 This Agreement is made, entered into and shall be performed in the County of Riverside in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California.

13.06 CONTRACTOR covenants that neither it nor any officer or principal of its firm has any interest, nor shall they acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of their Services hereunder. CONTRACTOR further covenants that in the performance of this Agreement, no person having such interest shall be employed by it as an officer, employee, agent, or subcontractor.

13.07 CONTRACTOR has read and is aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflicts of interest

of public officers and employees. CONTRACTOR agrees that they are unaware of any financial or economic interest of any public officer or employee of the CITY relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, the CITY may immediately terminate this Agreement by giving notice thereof. CONTRACTOR shall comply with the requirements of Government Code section 87100 et seq. and section 1090 in the performance of and during the term of this Agreement.

13.08 Improper Consideration. CONTRACTOR shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, services, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the CITY in an attempt to secure favorable treatment regarding this Agreement or any contract awarded by CITY. The CITY, by notice, may immediately terminate this Agreement if it determines that any improper consideration as described in the preceding sentence was offered to any officer, employee or agent of the CITY with respect to the proposal and award process of this Agreement or any CITY contract. This prohibition shall apply to any amendment, extension or evaluation process once this Agreement or any CITY contract has been awarded. CONTRACTOR shall immediately report any attempt by any CITY officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from CONTRACTOR.

IN WITNESS WHEREOF, the parties hereby have made and executed this Agreement to be effective as of the day and year first above-written.

CITY:

CONTRACTOR:

CITY OF BEAUMONT

MOFFATT & NICHOL

By: 
Nancy Carroll, Mayor

By: 

Print Name: Jim McClellan

Title: Vice President

12/8/17

EXHIBIT "A"

PROPOSAL

Project: Pennsylvania Avenue Interchange Improvements

The Beaumont City Council approved soliciting for outside professional engineering services to prepare design, environmental documentation, and right-of-way acquisition for this project:

California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) Support. This project will expand the existing partial interchange to include a new westbound on-ramp and eastbound off-ramp to complement the existing ramps and create a full interchange. The City is leading a project to add two ramps to the Pennsylvania Avenue interchange with the I-10 freeway. The project would add a westbound on-ramp and eastbound off-ramp at Pennsylvania Avenue.

Scope of Services

The following is our understanding of the scope of services and associated tasks to be completed.

- Task 1:** Data Collection, Document Reviews, and Field Studies/Site Visit
- Task 2:** Environmental Technical Studies
- Task 3:** Environmental Documentation and Clearance for the Pennsylvania Avenue Interchange Improvements
- Task PM:** Project Management and QA/QC Services

M&N has initially identified the following environmental topical areas (biological studies, cultural resource studies, and hazardous material services) to utilize Subconsultant services. Upon contract award and/or during the kick-off meeting, M&N proposes to jointly identify with the City the project requirements and specific services required. M&N will procure the needed local subconsultants for the project based on these requirements.

The Environmental Technical Studies will include both the Pennsylvania Avenue Interchange Improvements and Pennsylvania Avenue Widening Improvements projects. The Pennsylvania Avenue Grade Separation Improvements project will also be included if the design information is available.

Task 1: Data Collection, Document Reviews, and Field Studies/Site Visit

Within two weeks after project initiation and a kick-off meeting, M&N will initiate coordination with the City and engineering team, commence data collection and conduct field studies/site visits.

Activities to include the following:

- Data mining activities such as conducting research to obtain all relevant project data.
- Refine the Purpose and Need statement so that it accurately reflects the project intent and clearly defines the goals of the project.
- Identify the environmental footprint to include all project elements. The footprint will be used as a cornerstone of the environmental analysis (for the technical studies and environmental document) to identify the physical boundaries of the project study area. Coordinate with the design engineering team.

- Prepare the necessary environmental study maps for use in the technical studies and environmental document (e.g., project location map, project vicinity map, etc.)
- Conduct site visits

Task 1 - Deliverables

- Draft and final project description
- Draft and final Purpose and Need statement
- Environmental study limits/environmental footprint
- Draft and final project vicinity map
- Draft and final project location map

Task 2. Environmental Technical Studies

M&N will prepare an administrative draft of each technical study for City (and Caltrans, if needed) review as further described below. The scope includes one review/revision cycle.

Air Quality Study:

The Air Quality Study will be performed in accordance with Caltrans requirements and regulations, including the Caltrans Standard Environmental Reference. The analysis would first establish the regulatory setting of the project area, which includes the U.S. Environmental Protection Agency, California Air Resources Board, and the South Coast Air Quality Management District. If air quality impacts are identified, the consultant may work with the project team, City, Caltrans, and the SCAQMD to identify feasible recommended mitigation measures, as needed based on the impact analysis.

Biology Study:

The Natural Environmental Study (NES) Report will discuss the various biological resources within the study area. Relevant federal, state, and local policies and regulations related to biological resources in the project area will be summarized. The NES will include descriptions of sensitive wildlife, fisheries, botanical, and riparian resources in the project area and will list federal and state species of special concern that may occur and any potential effects on those resources in the project area. The NES will identify direct, indirect, and cumulative impacts associated with the proposed project, including any recommended and/or required mitigation measures.

We will discuss the roles of relevant agencies, such as United States Fish and Wildlife Service, United States Army Corps of Engineers (USACE), Regional Water Quality Control Board (RWQCB), and California Department of Fish and Wildlife (CDFW). We also will describe possible strategies for obtaining permits, including a USACE 404 Permit, RWQCB 401 Certification, and CDFW Section 1602 Agreement. A wetland delineation report will be included as an appendix to the NES to identify federal and state wetlands and Waters in the project area to the USACE and CDFW standards. A biological assessment (for compliance with the Endangered Species Act Section 7) is not anticipated as impacts to federal and/or state-listed threatened or endangered species is not anticipated.

Cultural Study:

An Area of Potential Effect (APE) for cultural resources at the proposed project area will be established prior to the survey and in conjunction with the Caltrans District 8 Professionally Qualified Staff (PQS). The map will be modified depending upon the findings of the field survey and any changes will be reflected in a revised APE. The final APE maps must be reviewed and approved by Caltrans. Cultural studies will be conducted to identify archaeological and architectural history resources within the project area. Native American Consultation will occur to comply with AB52.

Initial Site Assessment (Hazardous Materials) Study:

Records Review: A search of selected government databases will be ordered from an environmental database company per ASTM E 1527-13.

Site Reconnaissance: An observational reconnaissance of the site will be performed for visual indications of environmental conditions including that which may suggest presence of hazardous materials. In addition, site conditions will be photo-documented. The site reconnaissance will be conducted by a qualified environmental professional as defined in ASTM E 1527-13 and Federal All Appropriate Inquiry (AAI) criteria.

Interviews: A reasonable attempt will be made to interview present and/or past owners, lessees, key site manager, occupant, and employees and adjacent tenants (provided they are cooperative) for additional information about past and present site usage, for properties adjacent to Caltrans right-of-way and particularly for “take” properties for expanded right-of-way.

Report Preparation: Upon completion of records review, reconnaissance and interviews, an illustrated draft report will be issued for comments prior to finalization. Once we have received and addressed the comments, a fully illustrated final report will be issued summarizing our findings, conclusions and recommendations.

Paleontology Study:

A literature record search for paleontological resources will be requested from the San Bernardino County Museum and will cover the study area (including a 1.0-acre buffer). Supplemental research on geological mapping, formations, previous paleontological studies and online paleontological databases will also be conducted. A report of findings will follow the guidelines of the Society of Vertebrate Paleontology.

Water Quality Study:

M&N will prepare a Water Quality Assessment Report (WQAR for the project that discusses watershed characteristics, groundwater hydrology (from the design engineer), regulatory requirements, pollutants of concern, receiving waters conditions, and beneficial uses. The report will also discuss design pollution prevention best management practices (BMPs), construction site BMPs, and treatment BMPs that are applicable to the project alternatives per the design engineer and Caltrans Storm Water Quality Handbooks Project Planning and Design Guide (as applicable). The project’s potential impact on water quality will be evaluated and may recommend mitigation measures necessary to prevent adverse water quality impacts.

Task 3. Environmental Documentation and Clearance for Pennsylvania Avenue Interchange Improvements

Collaborating with the City in the preparation of an Initial Study/Mitigated Negative Declaration (IS/MND), M&N will complete the Initial Study Environmental Checklist, along with technical analyses. It is assumed that an IS/MND is the appropriate level of CEQA review for this project and that the City will be the CEQA Lead Agency; a Categorical Exclusion (NEPA CE) is the appropriate level of NEPA review for this project, and Caltrans will be the NEPA Lead Agency.

- **Prepare Admin Draft Initial Study Checklist.** M&N will prepare an Administrative Draft Initial Study Checklist, which will incorporate the results of the existing conditions inventory, and provide an analysis of the potential environmental impacts of the project. The impact analyses will include: discussion of existing conditions, identification, analysis, and evaluation of all potential environmental impacts, examination and recommendation of feasible ways to eliminate or minimize adverse environmental impacts, and discussion of cumulative impacts.
- **Prepare and Circulate Public Draft IS/MND.** Upon the City's approval of the Administrative Draft Initial Study, M&N will prepare the public Draft IS/MND for the 30-day public review. M&N will prepare a Notice of Intent (NOI) for posting at the County Clerk. We will work in consultation with City to develop a distribution list for the IS/MND. A public meeting is not anticipated for this project. The Notice of Completion (NOC) form will be sent to the State Clearinghouse, and M&N will draft notices for publication in local newspapers.
- **Prepare Final IS/MND.** Upon the close of the 30-day public review period, M&N will work with City staff to prepare the Final IS/MND. It is assumed that public comments will not require additional analyses, and no more than ten comments will be received. After adoption of the IS/MND, M&N will prepare the Notice of Determination (NOD) and post it with the County Clerk, and file the NOD with the State Clearinghouse. It is assumed that all filing fees required for posting of final IS/MND determinations, including California Department of Fish and Wildlife (CDFW), if needed, will be paid by the City.
- **Prepare NEPA CE.** Prepare the NEPA CE and submit to City/Caltrans for their review and Caltrans approval. The scope includes one review/revision cycle by the City/Caltrans.

Task 3 - Deliverables

- Admin Draft Initial Study Checklist (assume one round of comments by City)
- Print and mail hardcopies and CDs of the Public Review IS/MND to distribution list
- Post NOI at the County Clerk
- File NOC with State Clearinghouse
- Prepare newspaper notice to be published by City
- Final IS/MND (assume one round of comments by City)
- Posting of NOD with County Clerk
- File NOD with State Clearinghouse
- Draft and final NEPA CE

Task PM – Project Management and QA/QC Services

Provide general coordination and administrative support during the project planning, design, and permitting prior to construction/installation.

Key Tasks include:

- Coordinate with City staff, design engineering team, and if needed, subconsultants and/or Caltrans.
- **Project Management Administration:** The Project Manager will closely monitor the accrual of hours, keep the City informed, and ensure the project is completed to the City's satisfaction.
- General administration, management, and processing of monthly invoices.
- Conduct quality assurance and quality control (QA/QC) reviews.

For completion of Tasks 1 through 3, assume MN will have on-going communication with the City and the design engineer to discuss the project design. The M&N Project Manager will conduct meetings, which will be attended by M&N and City personnel, including:

- One (1) kick-off meeting with City staff;
- Up to four (4) in-person meetings with City staff (and design engineer, if needed); and
- Up to eight (8) tele-conference meetings with City staff (and design engineer, if needed)

Project Schedule

- The following schedule is **based on weeks** after Notice to Proceed (NTP)/kickoff meeting.

Optional Items

M&N is a client focused firm and everything we do is centred around our clients, meeting their expectations by delivering excellent services at the agreed upon price within the agreed upon schedule.

None of the items listed below is part of the scope of work, but can be added if needed by the City.

Public Outreach:

M&N can provide public outreach and support services associated with this project. The purpose of these meetings, if needed, is to obtain input from the public on the environmental documents. M&N can act as facilitator at the meetings, and provide media notices, agendas, notes and content. M&N staff have extensive experience in coordination of public outreach through various branches of federal, state, and local branches of government.

Re-validation:

Due to NEPA Assignment from MAP-21 to Caltrans, a Re-validation may be required during final design, or the next major federal approval phase. The Re-validation form will be filled out, and submitted to the City/Caltrans for review and to Caltrans for approval.

Regulatory Permitting Framework:

Our permitting experience includes obtaining federal, state, and local agency permits and approvals for various types of infrastructure projects, including roadway, rail, bridge, and wetland projects. The level of effort includes the following: determination of permit requirements and schedules, specialized report preparation, coordination with regulatory agencies, permit application preparation, permit application follow-up, and public hearings. M&N can act as the agent for the City to obtain the permits.

Coordination with the Western Riverside County Regional Conservation Authority early on in the environmental document process is suggested, as their regularly scheduled meetings give the City the opportunity to discuss the project in front of the applicable regulatory agencies for compliance with the multi-species habitat conservation plan (MSHCP). This information can then be documented in the environmental document, which streamlines the regulatory permitting that is required during final design.

Cost Proposal | Pennsylvania Avenue Interchange Improvements

Task Description	Number of Hours	Fee (\$)
1. Background Information		
<ul style="list-style-type: none"> Record Research, Site Investigation Project Description & Purpose and Need Environmental Mapping 	36	\$6,968
2. Environmental Technical Studies		
<ul style="list-style-type: none"> Air Quality Biological Resources Cultural Resources Hazardous Materials Paleontology Water Quality 	104 26 26 26 26 92	\$61,444
3. Environmental Document		
<ul style="list-style-type: none"> CEQA IS/MND – Draft Environmental Document (DED) CEQA IS/MND – DED Public Circulation CEQA IS/MND – Final Environmental Document (FED) NEPA CE – Draft and Final 	136 24 60 32	\$48,322
PM. Project Management		
<ul style="list-style-type: none"> Project Management/Meetings/Coordination 	48	\$12,000
Subtotal	636	\$128,734
Subconsultants		
<ul style="list-style-type: none"> Biological Resources Cultural Resources Hazardous Materials 	TBD	\$15,000 \$20,000 \$10,000
Other Direct Costs		
<ul style="list-style-type: none"> Mileage Reproduction/Photocopies Paleontology Database Search 	\$268 \$400 \$360	\$1,028
TOTAL	636	\$174,762

Assumptions:

- The environmental technical studies will encompass both Pennsylvania Avenue improvement projects (and the grade separation if design information is available).
- The project will be approved via the Caltrans Permit Streamlined Process.
- Caltrans may review the environmental technical studies up to one time, and any outstanding comments will be addressed with a comment resolution conference call.
- Project Management assumes monthly coordination meetings including, but not limited to, the City, Caltrans, and design consultant.
- Contracts for all three Pennsylvania Avenue projects will be awarded and completed within the same time frame.

Revised 11/15/2017

Project: Pennsylvania Avenue Widening Improvements

The Beaumont City Council approved soliciting for outside professional engineering services to prepare design, environmental documentation, and right-of-way acquisition for this project:

California Environmental Quality Act (CEQA) only. This project will widen Pennsylvania Avenue to four travel lanes from 1st Street to 6th Street. The project will be completed in three phases over the next 5 years. The first two phases will include expanding the existing interchange to include a new eastbound off-ramp and westbound on-ramp, as well as widening Pennsylvania Avenue to four lanes between 1st Street and 6th Street. The last phase of the project, expected in fiscal year 2021/22, will include the construction of a grade separation.

Scope of Services

The following is our understanding of the scope of services and associated tasks to be completed.

- Task 1:** Data Collection, Document Reviews, and Field Studies/Site Visit
- Task 2:** Environmental Technical Studies
- Task 3:** Environmental Documentation and Clearance for the Pennsylvania Avenue Widening
- Task PM:** Project Management and QA/QC Services

The Environmental Technical Studies will include both the Pennsylvania Avenue Interchange Improvements and Pennsylvania Avenue Widening Improvements projects. The Pennsylvania Avenue Grade Separation Improvements project will also be included if the design information is available.

Task 1: Data Collection, Document Reviews, and Field Studies/Site Visit

Within two weeks after project initiation and a kick-off meeting, M&N will initiate coordination with the City and engineering team, commence data collection and conduct field studies/site visits.

Activities to include the following:

- Data mining activities such as conducting research to obtain all relevant project data.
- Refine the Purpose and Need statement so that it accurately reflects the project intent and clearly defines the goals of the project.
- Identify the environmental footprint to include all project elements. The footprint will be used as a cornerstone of the environmental analysis (for the technical studies and environmental document) to identify the physical boundaries of the project study area. Coordinate with the design engineering team.
- Prepare the necessary environmental study maps for use in the technical studies and environmental document (e.g., project location map, project vicinity map, etc.)
- Conduct site visits

Task 1 - Deliverables

- Draft and final project description
- Draft and final Purpose and Need statement
- Environmental study limits/environmental footprint
- Draft and final project vicinity map
- Draft and final project location map

Task 2. Environmental Technical Studies

M&N will prepare an administrative draft of each technical study for City review as further described in the Scope of Work for Task 2 for the Pennsylvania Avenue Interchange Improvements Project. Currently, the two projects are following a parallel path, and to streamline, one set of technical studies will be prepared for both projects. Information specific to this project will be incorporated into the environmental technical studies.

A NEPA nexus exists for the Pennsylvania Avenue Interchange Project, and not for this project, which means that Caltrans does not need to review these projects. If reviews by Caltrans cause a delay in the approval of the technical studies to be used in this project, information in the technical studies will be incorporated into the environmental document for this project (so that the schedule for this project is not delayed).

Task 3. Environmental Documentation and Clearance for Pennsylvania Avenue Widening

Collaborating with the City in the preparation of an IS/MND, M&N will complete the Initial Study Environmental Checklist, along with technical analyses. It is assumed that an IS/MND is the appropriate level of CEQA review for this project and that the City will be the CEQA Lead Agency.

- **Prepare Admin Draft Initial Study Checklist.** M&N will prepare an Administrative Draft Initial Study Checklist, which will incorporate the results of the existing conditions inventory, and provide an analysis of the potential environmental impacts of the project. The impact analyses will include: discussion of existing conditions, identification, analysis, and evaluation of all potential environmental impacts, examination and recommendation of feasible ways to eliminate or minimize adverse environmental impacts, and discussion of cumulative impacts.
- **Prepare and Circulate Public Draft IS/MND.** Upon the City's approval of the Administrative Draft Initial Study, M&N will prepare the public Draft IS/MND for the 30-day public review. M&N will prepare a Notice of Intent (NOI) for posting at the County Clerk. We will work in consultation with City to develop a distribution list for the IS/MND. A public meeting is not anticipated for this project. The Notice of Completion (NOC) form will be sent to the State Clearinghouse, and M&N will draft notices for publication in local newspapers.
- **Prepare Final IS/MND.** Upon the close of the 30-day public review period, M&N will work with City staff to prepare the Final IS/MND. It is assumed that public comments will not require additional analyses, and no more than ten comments will be received. After adoption of the IS/MND, M&N will prepare the Notice of Determination (NOD) and post it with the County Clerk, and file the NOD with the State Clearinghouse. It is

assumed that all filing fees required for posting of final IS/MND determinations, including California Department of Fish and Wildlife (CDFW), if needed, will be paid by the City.

Task 3 - Deliverables

- Admin Draft Initial Study Checklist (assume one round of comments by City)
- Print and mail hardcopies and CDs of the Public Review IS/MND to distribution list
- Post NOI at the County Clerk
- File NOC with State Clearinghouse
- Prepare newspaper notice to be published by City
- Final IS/MND (assume one round of comments by City)
- Posting of NOD with County Clerk
- File NOD with State Clearinghouse

Task PM – Project Management and QA/QC Services

Provide general coordination and administrative support during the project planning, design, and permitting prior to construction/installation.

Key Tasks include:

- Coordinate with City staff, design engineering team, and if needed, subconsultants and/or Caltrans.
- Project Management Administration: The Project Manager will closely monitor the accrual of hours, keep the City informed, and ensure the project is completed to the City's satisfaction.
- General administration, management, and processing of monthly invoices.
- Conduct quality assurance and quality control (QA/QC) reviews.

For completion of Tasks 1 through 3, assume MN will have on-going communication with the City and the design engineer to discuss the project design. The M&N Project Manager will conduct meetings, which will be attended by M&N and City personnel, including:

- One (1) kick-off meeting with City staff;
- Up to four (4) in-person meetings with City staff; (and design engineer, if needed); and
- Up to four (4) tele-conference meetings with City staff (and design engineer, if needed)

Project Schedule

- The following schedule is **based on weeks** after Notice to Proceed (NTP)/kickoff meeting.

Optional Items

M&N is a client focused firm and everything we do is centred around our clients, meeting their expectations by delivering excellent services at the agreed upon price within the agreed upon schedule.

None of the items listed below is part of the scope of work, but can be added if needed by the City.

Public Outreach:

M&N will provide public outreach and support services associated with this project. The purpose of these meetings is to obtain input from the public on the environmental documents. M&N will act as facilitator at the meetings, and provide media notices, agendas, notes and content. M&N staff have extensive experience in coordination of public outreach through various branches of federal, state, and local branches of government.

Regulatory Permitting Framework:

Our permitting experience includes obtaining federal, state, and local agency permits and approvals for various types of infrastructure projects, including roadway, rail, bridge, and wetland projects. The level of effort includes the following: determination of permit requirements and schedules, specialized report preparation, coordination with regulatory agencies, permit application preparation, permit application follow-up, and public hearings. M&N will act as the agency for the City to obtain the permits.

Coordination with the Western Riverside County Regional Conservation Authority early on in the environmental document process is suggested, as their regularly scheduled meetings give the City the opportunity to discuss the project in front of the applicable regulatory agencies for compliance with the multi-species habitat conservation plan (MSHCP). This information can then be documented in the environmental document, which streamlines the regulatory permitting that is required during final design.

Cost Proposal | Pennsylvania Avenue Widening

Task Description	Number of Hours	Fee (\$)
1. Background Information		
<ul style="list-style-type: none"> Record Research, Site Investigation Project Description & Purpose and Need Environmental Mapping 	36	\$6,968
2. Environmental Technical Studies		
<ul style="list-style-type: none"> Air Quality Biological Resources Cultural Resources Hazardous Materials Paleontology Water Quality 	24 30 30 30 30 24	\$35,168
3. Environmental Document		
<ul style="list-style-type: none"> CEQA IS/MND – Draft Environmental Document (DED) CEQA IS/MND – DED Public Circulation CEQA IS/MND – Final Environmental Document (FED) 	136 24 60	\$42,482
PM. Project Management		
<ul style="list-style-type: none"> Project Management/Meetings/Coordination 	36	\$9,000
Subtotal	460	\$93,618
Other Direct Costs		
<ul style="list-style-type: none"> Mileage Reproduction/Photocopies 	\$268 \$400	\$668
TOTAL	460	\$94,286

Assumptions:

- The environmental technical studies will encompass both Pennsylvania Avenue Interchange and Widening projects (and the grade separation if design information is available).
- Subconsultant technical studies (biological resources, cultural resources, and hazardous materials) for the Pennsylvania Avenue Interchange project will be used for this project.
- Any Caltrans comments on the environmental technical studies (if any) will not cause a schedule delay on this project.
- Caltrans will not be directly involved with this project.
- The City will review the environmental document one time, and any outstanding comments will be addressed with a comment resolution conference call.
- Project Management assumes coordination meetings including, but not limited to, the City and design consultant.
- Contracts for all three Pennsylvania Avenue projects will be awarded and completed within the same time frame.

Revised 11/15/2017

Project: Pennsylvania Avenue Grade Separation Improvements

The Beaumont City Council approved soliciting for outside professional engineering services to prepare design, environmental documentation, and right-of-way acquisition for this project:

California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) Support. This project will lower Pennsylvania Avenue under the existing Union Pacific Railroad (UPRR) track.

Scope of Services

The following is our understanding of the scope of services and associated tasks to be completed.

- Task 1:** Data Collection, Document Reviews, and Field Studies/Site Visit
- Task 2:** Environmental Technical Studies
- Task 3:** Environmental Documentation and Clearance for the Pennsylvania Avenue Grade Separation
- Task PM:** Project Management and QA/QC Services

The Environmental Technical Studies will include the Pennsylvania Avenue Interchange Improvements and Pennsylvania Avenue Widening Improvements projects. Due to geographic proximity, the Pennsylvania Avenue Grade Separation Improvements project will also be included if the design information is available.

If the design information is not available, then the Environmental Technical Studies will have "Memos to File" documents created.

Task 1: Data Collection, Document Reviews, and Field Studies/Site Visit

Within two weeks after project initiation and a kick-off meeting, M&N will initiate coordination with the City (and incorporate the engineering team once selected by the City), commence data collection and conduct field studies/site visits.

Activities to include the following:

- Data mining activities such as conducting research to obtain all relevant project data.
- Refine the Purpose and Need statement so that it accurately reflects the project intent and clearly defines the goals of the project.
- Identify the environmental footprint to include all project elements. The footprint will be used as a cornerstone of the environmental analysis (for the technical studies and environmental document) to identify the physical boundaries of the project study area. Coordinate with the design engineering team.
- Prepare the necessary environmental study maps for use in the technical studies and environmental document (e.g., project location map, project vicinity map, etc.)
- Conduct site visits

Task 1 - Deliverables

- Draft and final project description

- Draft and final Purpose and Need statement
- Environmental study limits/environmental footprint
- Draft and final project vicinity map
- Draft and final project location map

Task 2. Environmental Technical Studies

M&N will prepare an administrative draft of each technical study for City review as further described in the Scope of Work for Task 2 for the Pennsylvania Avenue Interchange Improvements Project. To streamline, one set of technical studies will be prepared for the three projects. Information specific to this project will be incorporated into the environmental technical studies, or as a separate “Memo to File” if the design information is not available.

Task 3. Environmental Documentation and Clearance for Pennsylvania Avenue Grade Separation

- Prepare CEQA Statutory Exemption for City review. Prepare draft and final Notice of Exemption (NOE).
- Prepare the NEPA CE and submit to City/Caltrans for their review and Caltrans approval.

Task 3 - Deliverables

- Draft and Final CEQA Statutory Exemption
- File NOE with County Clerk
- Draft and Final NEPA Categorical Exclusion

Task PM – Project Management and QA/QC Services

Provide general coordination and administrative support during the project planning, design, and permitting prior to construction/installation.

Key Tasks include:

- Coordinate with City staff, design engineering team, and if needed, subconsultants and/or Caltrans.
- Project Management Administration: The Project Manager will closely monitor the accrual of hours, keep the City informed, and ensure the project is completed to the City’s satisfaction.
- General administration, management, and processing of monthly invoices.
- Conduct quality assurance and quality control (QA/QC) reviews.

For completion of Tasks 1 through 3, assume MN will have on-going communication with the City and the design engineer to discuss the project design. The M&N Project Manager will conduct meetings, which will be attended by M&N and City personnel, including:

- One (1) kick-off meeting with City staff;
- Up to two (2) in-person meetings with City staff (and design engineer and/or Caltrans, if needed); and

- Up to four (4) tele-conference meetings with City staff (and design engineer and/or Caltrans, if needed)

Project Schedule

- The following schedule is **based on weeks** after Notice to Proceed (NTP)/kickoff meeting.

Optional Items

M&N is a client focused firm and everything we do is centred around our clients, meeting their expectations by delivering excellent services at the agreed upon price within the agreed upon schedule.

None of the items listed below is part of the scope of work, but can be added if needed by the City.

Public Outreach:

M&N will provide public outreach and support services associated with this project. The purpose of these meetings is to obtain input from the public on the environmental documents. M&N will act as facilitator at the meetings, and provide media notices, agendas, notes and content. M&N staff have extensive experience in coordination of public outreach through various branches of federal, state, and local branches of government.

Regulatory Permitting Framework:

Our permitting experience includes obtaining federal, state, and local agency permits and approvals for various types of infrastructure projects, including roadway, rail, bridge, and wetland projects. The level of effort includes the following: determination of permit requirements and schedules, specialized report preparation, coordination with regulatory agencies, permit application preparation, permit application follow-up, and public hearings. M&N will act as the agency for the City to obtain the permits.

Coordination with the Western Riverside County Regional Conservation Authority early on in the environmental document process is suggested, as their regularly scheduled meetings give the City the opportunity to discuss the project in front of the applicable regulatory agencies for compliance with the multi-species habitat conservation plan (MSHCP). This information can then be documented in the environmental document, which streamlines the regulatory permitting that is required during final design.

Cost Proposal | Pennsylvania Avenue Grade Separation

Task Description	Number of Hours	Fee (\$)
1. Background Information <ul style="list-style-type: none"> Record Research, Site Investigation Project Description & Purpose and Need Environmental Mapping 	36	\$6,968
2. Environmental Technical Studies <ul style="list-style-type: none"> Air Quality Biological Resources Cultural Resources Hazardous Materials Paleontology Water Quality 	4 4 4 4 4 4	\$6,000
3. Environmental Document <ul style="list-style-type: none"> CEQA Statutory Exemption NEPA CE – Draft and Final 	12 32	\$8,240
PM. Project Management <ul style="list-style-type: none"> Project Management/Meetings/Coordination 	20	\$5,000
Subtotal	124	\$26,208
Other Direct Costs <ul style="list-style-type: none"> Mileage Reproduction/Photocopies 	\$67 \$200	\$267
TOTAL	124	\$26,475

Assumptions:

- The environmental technical studies from the Pennsylvania Avenue Interchange and Widening projects will be used for this project (assuming design information for the grade separation is available). Based on the project schedules at this time, minor updates to the technical studies (as Memorandums to File) may be needed.
- Subconsultant technical studies (biological resources, cultural resources, and hazardous materials) for the Pennsylvania Avenue Interchange project will be used for this project.
- Caltrans will not be involved with this project.
- The City will review the environmental document one time, and any outstanding comments will be addressed with a comment resolution conference call.
- Project Management assumes coordination meetings including, but not limited to, the City and design consultant.

Revised 11/15/2017

**FIRST AMENDMENT
TO
AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR
(Moffatt & Nichol)**

THIS FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR is made and effective as of the 2nd day of January, 2019, by and between the CITY OF BEAUMONT (“CITY”) whose address is 550 E. 6th Street, Beaumont, California 92223 and Moffatt & Nichol, whose address is 3780 Kilroy Airport Way, Suite 600, Long Beach, CA 90806 (“CONTRACTOR”) in consideration of the mutual promises and purpose contained herein, the parties agree as follow:

RECITALS

A. WHEREAS, CITY AND CONTRACTOR executed that certain AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR (“Agreement”) for providing Environmental Documentation Services for the Pennsylvania Avenue Interchange Improvement Project, Pennsylvania Avenue Widening Project and the Pennsylvania Avenue Grade Separation Project, dated December 19, 2017 (Exhibit B); and

B. WHEREAS the Parties wish to amend the Agreement to extend the term and authorize additional Services and corresponding payment to CONTRACTOR as outlined in their additional scope and fee proposal (“Proposal”) dated December 7, 2018, which is attached hereto as Exhibit A; and made a part hereof.

AMENDMENT TO ORIGINAL AGREEMENT

NOW THEREFORE the Parties hereby amend the Agreement as follows:

1. **Term of Agreement.** The term of the Agreement is hereby extended until the Services are completed not to exceed three (3) years from the date of the Agreement or December 19, 2020.
2. **Additional Services and Compensation.** The parties agree to increase the scope of the Services, as provided in Section 2 of the Agreement, and accordingly increase the maximum limit on fees authorized to be paid by the CITY set forth in Section 4.01 of the Agreement by an additional Fifty One Thousand Six Hundred and Eighteen Dollars (\$51,618) for a total not-to-exceed amount under the Agreement as amended of Three Hundred Forty seven Thousand One Hundred and Forty One Dollars (\$347,141). Such compensation for Services, when earned by CONTRACTOR under the Agreement, shall be paid at the rates and on the terms and conditions set forth in

the Agreement.

3. **No Other Changes.** All other terms and conditions contained in the Agreement shall remain in full force and effect. To the extent of a conflict between this Amendment and the Agreement, as amended, this Amendment shall control. Provisions in the Proposal other than the price and the Services are of no force or effect. Except as stated in this Amendment, all capitalized terms herein shall have the meaning ascribed in the Agreement.

IN WITNESS WHEREOF, the parties hereby have made and executed this Agreement to be effective as of the day and year first above-written.

CITY:

CONTRACTOR:

CITY OF BEAUMONT

McClatt & NICHOL

By:  _____

Julio Martinez, Mayor

By:  _____

Print Name: MICHAEL J. MCCARTHY

Title: VICE PRESIDENT

Exhibit "A"
Moffat & Nichol First Amendment Proposal



3780 Kilroy Airport Way, Suite 600
Long Beach, CA 90806

(562) 590-6500 Fax (562) 424-7489
www.moffattnichol.com

December 7, 2018

Mr. Aftab Hussain, Public Works and Utility Manager
The City of Beaumont
550 E. 6th Street
Beaumont, CA 92223

Subject: Regulatory & MSHCP Service for Pennsylvania Avenue Widening Project, Beaumont, CA

Dear Mr. Hussain,

Per your request, Moffatt & Nichol (M&N) has prepared this proposal to provide regulatory permitting services and Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP) compliance for the Pennsylvania Avenue Improvement Projects (Project), located in the City of Beaumont (City), California. This effort was not originally included in M&N original scope/fee for environmental documentation work as jurisdictional features were not anticipated to be impacted. While doing technical studies to support the environmental document, jurisdictional features that require permits from the regulatory agencies, were identified in the project area. The scope of work for this proposal is based upon preliminary jurisdictional waters delineation survey results, previous communications between M&N and City, and our regulatory permitting experience with similar transportation projects in Riverside County.

This proposal will focus on streamlining the regulatory permitting services and MSHCP compliance required for three Pennsylvania Avenue projects (Pennsylvania Widening from two to four lanes between East 6th St. and East 1st St., I-10/Pennsylvania Avenue Interchange Project, and Pennsylvania Avenue Union Pacific Railroad Grade Separation Project). The goal will be to cover impacts to jurisdictional waters and riparian/riverine resources associated with these three projects into a single regulatory permit effort.

Anticipated regulatory permits include a 404 Nationwide Permit from the U.S. Army Corps of Engineers (USACE), 401 Water Quality Certification from the Santa Ana Regional Water Quality Control Board (RWQCB), and 1602 Agreement from the California Department of Fish and Wildlife (CDFW). A MSHCP Consistency Determination and Determination of a Biologically Superior or Equivalent Preservation (DBESP) is also anticipated for impacts to riparian/riverine resources. The City will make the Consistency Determination as the permittee and submit the associated DBESP (mitigation plan) for CDFW and United States Fish and Wildlife Service (USFWS) MSHCP agency staff (collectively the "Wildlife Agencies") review and comment. Compensatory mitigation required by state and federal agencies for the regulatory permits and the DBESP are anticipated to overlap.

M&N will rely on experience and relationships within the regulatory agencies to assist the City to expedite obtaining approvals. M&N's scope and fee, as well as estimated federal and state agency application and mitigation fees are attached (Appendix A). If you have any questions or require additional information, please contact me at 562-426-9551. We look forward to working with you.

Sincerely,
MOFFATT & NICHOL

Stephanie S. Oslick, AICP, ENV SP
Project Manager

Encl: Attachment A: Scope of Work and Fee

Attachment A

(Scope of Work and Fee)

To perform services for this project Moffatt & Nichol (M&N) proposes the following scope of work:

TASK 1—PERMIT STREAMLINING STRATEGY AND MANAGEMENT

OBJECTIVE: The M&N team will coordinate with the City and City’s Consultant Project Engineer(s) on the projects to finalize the overall Project footprint, which will be utilized for jurisdictional waters impact analysis and calculations. M&N will provide strategy on avoidance to reduce compensatory mitigation requirements and minimize potential for triggering a more involved permit application process (i.e. to the greatest extent possible, emphasis will be placed on keeping impacts to USACE jurisdiction below 1/10 of an acre of impacts to Waters of the U.S. to qualify for a non-notifying Nationwide Permit 14).

SCOPE OF WORK

- Team coordination to finalize Project footprint, inclusive of Water Quality Best Management Practices (BMPs), currently being prepared by the City’s Engineering consultant under separate contract. The City’s Engineering consultant will provide the limits of disturbance footprint to M&N in two georeferenced shapefiles, one showing all permanent improvements and one showing limits of temporary impacts for staging and access (for both Waters of the U.S. and Waters of the State). This information will be used for inclusion in the regulatory permit applications and during coordination with regulatory agency personnel.
- The main permit streamlining goal will be covering impacts associated specifically with the Widening Project; however, the intent is to utilize the Widening Project’s overall larger footprint to cover potential impacts of future Interchange Improvements and Grade Separation Improvements under a single permitting effort.
- Avoidance strategy to streamline the MSHCP/DBESP application and approval process similar to the regulatory permitting strategy discussed in the previous bullet.
- General administration, management, and processing of monthly invoices.

DELIVERABLE

- Task results will be included in Tasks 2, 3 and 4.

TASK 2—REGULATORY AGENCY PERMIT APPLICATIONS

OBJECTIVE: The scope of this task is to assist the City in preparing applications for the USACE 404 Nationwide Permit, RWQCB 401 Certification and CDFW 1602 Agreement. All permit application and agency fees are assumed to be paid by the City. Estimates for agency fees are provided below for City reference in Table 4.

SCOPE OF WORK

- Prior to submittal of permit applications, M&N will contact USACE, RWQCB and CDFW staff to discuss permit application requirements, any potential issues and likely permit processing timelines.
- **U. S. Army Corps of Engineers (USACE).** Impacts to USACE jurisdiction are anticipated to be less than 1/10 of an acre of impacts to Waters of the U.S.; therefore, the Project should qualify for a non-notifying NWP 14. This is the most streamlined process that does not require submittal of an application, referred to by the USACE as a preconstruction notification form (PCN). Should impacts be determined greater than 1/10 of an acre (and a PCN be required) based on the approved Project

footprint, an optional task has been included to cover M&N’s work to prepare and submit a PCN on behalf of the City. The USACE does not require an application fee for the PCN.

- **Regional Water Quality Control Board (RWQCB).** Impacts to RWQCB jurisdiction are anticipated for impacts to Waters of the U.S. and waters of the State, triggering the need for a 401 Water Quality Certification. M&N will prepare the 401 Certification Application and submit to the RWQCB on behalf of the City. An estimate of the RWQCB application fee is provided for informational purposes, which was assessed using the FY 2018-2019 Dredge and Fill Fee Calculator (Effective Date 11/7/2018) Current Calculator accessed at https://www.waterboards.ca.gov/water_issues/programs/cwa401/. Assuming impacts to 1/10 acre of Waters of the U.S., the Application fee is anticipated to be \$1,638, which should also cover the total RWQCB’s Project fee. Please note the RWQCB’s Project fee can vary dramatically based on size of impact at \$14,489 per acre of impact (of Waters of the U.S.) – this is an agency fee and a separate cost from compensatory mitigation costs, which are also paid directly to the agency.
- **California Department of Fish and Wildlife (CDFW).** A CDFW 1602 Streambed Alteration Agreement will be needed for impacts to Waters of the State. M&N will prepare the 1602 Application and submit to CDFW on behalf of the City. Estimates for the CDFW application fees are \$5,145.75 based on the Standard Agreement fee schedule for a project that has a total cost of more than \$350,000 as found at the following link <https://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=153001&inline>. Again, this is an agency fee and a separate cost from any compensatory mitigation costs, which are also paid directly to the agency.

DELIVERABLES

- Permit application packages for USACE, RWQCB and CDFW. M&N assumes that impacts to Waters of the United States are less than 1/10 of an acre; therefore, no PCN is required and informal coordination with the USACE will be sufficient.
- If impacts are greater than 1/10 of an acre, an optional task (Opt. 2) is provided in Table 3 to cover the preparation of a PCN.

TASK 3—COORDINATION WITH REGULATORY AGENCIES AND OBTAIN PERMITS

OBJECTIVE: After the applications are submitted in Task 2, the primary objective of this task is to act as City’s agent in the permit procurement process and coordinate with the project team to obtain additional information for the agencies as requested, process the applications and obtain the permits.

SCOPE OF WORK

- **USACE.** If a PCN is required, an optional task (Opt. 3 in Table 3) has been included for coordination with USACE staff to answer questions and follow up with USACE staff until the 404 Nationwide Permit is obtained.
- **RWQCB.** Coordination with RWQCB staff will occur to answer questions and follow up with RWQCB staff until the 401 Water Quality Certification is obtained.
- **CDFW.** Coordination with CDFW staff will occur to answer questions and follow up with CDFW staff until the 1602 Streambed Alteration Agreement is obtained.
- This task assumes that no additional studies will be required, no in-person meetings will be needed, and no changes to the Project description or footprint will occur triggering the need for additional application submittals/augments and/or agency reviews.
- Assumes M&N will hold coordination meetings with the regulatory agencies by teleconference.



- Please note, Task 3 does **not** include compliance with regulatory permit conditions; however, this is included under optional Task 5 (fees are identified in Table 3), if the City would like M&N to perform these services.

DELIVERABLE

- Revised and/or provide additional information as requested by USACE, RWQCB and/or CDFW.
- Procure the USACE 404 Nationwide 14 Permit, RWQCB 401 Certification and CDFW 1602 Streambed Alteration Agreement.

TASK 4—MSHCP AND DBESP COORDINATION WITH REGULATORY AGENCIES

OBJECTIVE: The primary objective of this task is to act as City’s agent in facilitating documenting the Project’s Consistency with the MSHCP and gain Wildlife Agency’s approval of the DBESP.

SCOPE OF WORK

- **Wildlife Agencies.** Coordination with USFWS and CDFW MSHCP-division staff to obtain buy-off on the DBESP (mitigation plan).
- This task assumes that no additional studies will be required, no in-person meetings will be needed, and no changes to the Project description or footprint will occur triggering the need for additional application submittals/augments and/or agency reviews.
- A contingency budget has been included as an optional task (Opt. 4 in Table 3) should the Wildlife Agencies have extensive comments on the Consistency Determination/DBESP (included in the biological resources report currently being prepared under separate contract) or require additional surveys or studies. The scope of this optional task includes having to have the DBESP revised and conducting a Burrowing Owl survey/report.

DELIVERABLE

- Obtain the Wildlife Agencies’ Approval on the Consistency Determination and DBESP via email or department letterhead.

TASK 5—PERMIT IMPLEMENTATION SERVICES FOR CONSTRUCTION (OPTIONAL)

OBJECTIVE: Permit implementation services will be required prior to construction, during construction, and post construction to document compliance and project close-out with the agencies. Actual time and cost for this effort can vary dramatically based on ultimate permit conditions (once permits are procured and conditions known), contractor schedule, and contractor adherence to such conditions. Therefore, this task provides a list of anticipated services that will be required and assumes a time and materials estimated cost for 60 staff hours (Opt. 5 in Table 3).

SCOPE OF WORK

- Facilitate purchase of mitigation credits from an agency-approved mitigation bank such as the Riverside Corona Resource Conservation District.
- Environmental oversight of contractor provided reports (such as the preparation of a Nesting Bird Plan, pre-construction surveys, and any cultural/paleontological monitoring). The environmental oversight of contractor optional task is anticipated to include reviewing up to three reports, confirm that deliverables are submitted to regulatory agencies, and up to one field meeting.



- Pre-construction coordination with City staff, City Project Engineering Consultant(s), USACE, RWQCB and CDFW.
- Facilitate permit compliance and facilitate agency sign-off of completed work.

PROJECT SCHEDULE

To accomplish these tasks M&N proposes the following schedule, as shown in Table 1, once given the notice to proceed (NTP):

Table 1 – Project Schedule

Task No.	Description	Schedule
1	Permit Streamlining Strategy and Management	After NTP to end of contract
2	Regulatory Agency Permit Applications (draft sent to City for review)	2 – 3 weeks (After approved footprint)
3	Coordination with Regulatory Agencies	3-12 months* (Subsequent to Task 2)
4	MSHCP and DBESP Coordination with Regulatory Agencies	Concurrent with Task 2 and 3

* Note: Every effort will be made to streamline timing of obtaining the USACE 404 Permit, RWQCB 401 Certification and CDFW 1602 Agreement; however, workloads of Resource Agency personnel are outside of the control of M&N staff, and delays are possible.

M&N FEE SCHEDULE

To accomplish these tasks M&N proposes the following fee schedule, as shown in Table 2, once given the notice to proceed (NTP):

Table 2 – Fee Schedule

Task No.	Task Description	Fee
1	Permit Streamlining Strategy and Management	\$1,694
2	Regulatory Agency Permit Applications RWQCB 401 and CDFW 1602	\$9,912
3	Coordination with Regulatory Agencies and Obtain Permits	\$10,430
4	MSHCP and DBESP Coordination with Regulatory Agencies	\$3,906
	TOTAL	\$25,942

Optional tasks are identified in Table 3.

Table 3 – Optional Tasks Fee Schedule

Task No.	Optional Task Description	Fee
Opt. 2	USACE 404 PCN (If required due to more the 1/10 acre impacts)	\$5,992
Opt. 3	USACE 404 PCN processing (If required due to more the 1/10 acre impacts)	\$2,870
Opt. 4	Contingency additional work required for DBESP (assumes 20 hours)	\$4,424
Opt. 5	Permit Implementation Services for Construction (assumes 60 hours)	\$12,390
	ODC - Mileage	\$68
	OPTIONAL TOTAL	\$25,676



AGENCY FEES

The following agency fees are estimated for the applications and compensatory mitigation and are provided to the City for informational purposes (Table 4). Such fees are subject to change and are not within the control of M&N.

Table 4 – Agency Fees Anticipated (to be paid directly from City to Agency)

Task No.	Description	Fee
1	404 USACE Application Fee	\$0
2	401 RWQCB Application and Project Fees (note that the total Project fee is \$14,489 per acre of impact; therefore, this fee will vary depending ultimate impact numbers)	\$1,638
3	1602 CDFW Application Fee (set fee for projects with a total cost of \$350,000 or more)	\$5,145.75
4	Compensatory Mitigation Credits (Estimated at \$265,000 per Acre x 3:1 ratio x estimated 0.2 acres of impact to Waters of U.S./State). Cost may be reduced or increased depending on level of actual impacts.	\$159,000
	TOTAL	\$165,783.75

Note all fees are subject to agency review and based upon impacts to jurisdiction waters from the approved project footprint.



**SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF BEAUMONT AND MOFFATT & NICHOL, FOR ENVIRONMENTAL
SERVICES FOR THE PENNSYLVANIA AVENUE WIDENING PROJECT**

THIS SECOND AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR is made and effective as of the 2nd day of February, 2021, by and between the CITY OF BEAUMONT, a general law city, ("CITY") whose address is 550 E. 6th Street, Beaumont, California 92223 and Moffatt & Nichol whose address is 4225 East Conant Street, Long Beach, CA 90808 ("CONTRACTOR") in consideration of the mutual promises and purpose contained herein, the parties agree as follow:

1. RECITALS

This Second Amendment is made with respect to the following facts and purpose that the parties agree are true and correct:

- A. On December 19th, 2017, the City and MOFFATT & NICHOL, entered into that certain agreement entitled "Agreement for Professional Services by Independent Contractor" for providing Environmental Documentation Services for the Pennsylvania Avenue Interchange Improvement Project, Pennsylvania Avenue Widening Project and the Pennsylvania Avenue Grade Separation Project. ("Agreement").
- B. On or about, January 2nd, 2019, the City and MOFFATT & NICHOL entered into that certain FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT ("First Amendment") whereby the scope of services and compensation under the Agreement was increased.
- C. City has requested a further change in scope to the work under the Agreement regarding Environmental Services a copy of which is attached hereto as Exhibit "A", and incorporated herein by this reference.

2. AMENDMENT

Section 2 of the Agreement is hereby amended to add to the Services those services identified in the Proposal attached hereto as Exhibit "A".

Section 4.01 of the Agreement is hereby amended to increase the maximum compensation under the Agreement as follows: Under the original Agreement, compensation was set at Two Hundred Ninety Five Thousand Five Hundred Twenty Three Dollars (\$295,523.00). Under the First Amendment compensation was increased by the maximum amount of Fifty One Thousand Six Hundred Eighteen Dollars (\$51,618.00) resulting in total compensation under the Agreement not to exceed Three Hundred Forty Seven Thousand One Hundred Forty One Dollars

(\$347,141.00).

Per this Second Amendment, compensation of Three Hundred Forty Seven Thousand One Hundred Forty One Dollars (\$347,141.00) is increased by the maximum amount of Sixty Four Thousand Five Hundred Twenty Eight Dollars (\$64,528.00) as provided in the Proposal attached hereto as Exhibit "A" resulting in total compensation under the Agreement not to exceed Four Hundred Eleven Thousand Six Hundred Sixty Nine Dollars (\$411,669).

The recitals to this Amendment are deemed incorporated herein by this reference. All other terms of the Agreement not expressly amended by this Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereby have made and executed this First Amendment to Professional Services Agreement to be effective as of the day and year first above-written.

CITY:

CONTRACTOR:

CITY OF BEAUMONT

MOFFATT & NICHOL

By: 

By: 

Mike Lara, Mayor

Print Name: MICHAEL J. MCCARTHY

Title: VICE PRESIDENT

EXHIBIT "A"
PROPOSAL DATED November 11th, 2020

November 11, 2020

Mr. Jeff Hart
City of Beaumont Public Works Director
550 E. 6th Street
Beaumont, CA 92223

Subject: Pennsylvania Avenue Widening Project - Amendment Request #2 for Environmental Documentation Services (CEQA)

Dear Mr. Hart:

Moffatt and Nichol (M&N) is pleased to provide the City of Beaumont with continued assistance on the Pennsylvania Avenue Widening Project. This amendment request is to our existing contract dated December 19, 2017 to provide "Environmental Documentation Services for Pennsylvania Avenue Interchange Improvement Project, Pennsylvania Avenue Widening Project and the Pennsylvania Avenue Grade Separation Project." Specifically, this Amendment #2 request is to (1) extend the contract beyond December 19, 2020, and (2) provide continued California Environmental Quality Act (CEQA) services for the Pennsylvania Avenue Widening Project (Widening Project) due to project description changes, changes to the CEQA Environmental Checklist, revision to USACE regulations on Waters of the United States definition, and new SB743 legislation (requirement to analyze vehicles miles travelled) that occurred in June-July 2020 after production of the environmental documentation had already commenced.

Amendment #1 dated January 2, 2019 was approved for (1) extending the contract to December 19, 2020 (term of agreement) and (2) providing Regulatory and Multiple Species Habitat Conservation Plan (MSHCP) services specifically for the Pennsylvania Avenue Widening Project (additional services and compensation). Amendment #1 services were not included in the original 2017 contract because the original contract was only for services during the environmental document phase (technical studies and the environmental document), and these regulatory services are completed during final design, which is the project phase after the environmental document phase.

M&N continues to provide CEQA services for the Widening Project, which initially commenced in December of 2019 and was anticipated to require a total of 47 weeks to complete. Project milestones include: prepare the environmental documentation, circulate for public review, respond to agency and public comments and file the notice of determination upon City certification of the environmental document (Initial Study/Mitigated Negative Declaration [IS/MND]) and project approval. Since 2019 and in June-July 2020, the Widening Project has undergone design changes from the original 95% Plan Set, regulatory changes (SB743 implementation and USACE jurisdiction definition), and also changes in CEQA that require additional effort to complete the tasks. Design changes include removing the sidewalk from the

east side of Pennsylvania Avenue, incorporating new structural Best Management Practices (BMP)s and a revised project footprint. These project description changes will require additional effort to update the supportive technical analysis/studies already completed and update environmental resource analyses in the IS/MND.

Recent (July 2020) state implementation of SB743 and transition to Vehicle Miles Travelled (VMT) analysis will also require additional effort to coordinate with the City's traffic consultant, and to update the IS/MND and air quality and noise analyses. See attached Air Quality and Noise Scope of Work from Entech Consulting Group.

Results of the palaeontological records search performed by the San Bernardino County Museum in September 2018 conducted a literature search which was not conclusive with regard to paleontological resources in the project area, and determined the need for a paleontological field survey of the project site. This scope of services includes a field survey of the project site with regard to paleontological resources, and a written report to document the findings. An addendum to the Cultural Report is also needed due to the change in project footprint. See attached Cultural Resource Assessment Addendum and Paleontological Survey/Assessment Scope of Work from CRM Tech.

As a result of the new project footprint and the new USACE regulations on their jurisdiction of waters of the US, changes have occurred which impact the analysis of the biological resources on the project site. Therefore, a Determination of Biologically Equivalent or Superior Preservation (DBESP) needs to be prepared. See attached DBESP Scope of Work from Jericho Systems.

Finally, the CEQA Appendix G Checklist (which is used for the IS/MND analysis) was revised, and additional questions/analysis needs to be conducted to comply with the new regulations.

Due to the various changes in circumstance regarding the project description, legislation and time-lapse in the assumed schedule described above, M&N respectfully requests additional authority to complete the revised technical studies and environmental document. The tasks and requested fees are described in Attachment A Scope of Work. The scope of work and fees are contingent upon the assumptions and exclusions also included in Attachment A.

If you have any questions or require additional information, please contact me at 562-317-3491. We look forward to working with you.

Sincerely,
MOFFATT & NICHOL



Stephanie S. Oslick, AICP, ENV SP
Project Manager
Encl: Attachment A: Scope of Work and Fee

Attachment A (Scope of Work and Fee)

TASK 1 – PROJECT DESCRIPTION UPDATES

M&N will update the project description and environmental mapping based on design changes made to the original 95% Plan Set prepared by Kimley Horn (KH) in 2019 and revised in June-July 2020. The project description will account for removing the sidewalk from the east side of Pennsylvania Avenue, incorporating new structural Best Management Practices (BMP)s for Water Quality and the revised environmental project footprint.

Scope of work:

- Coordinate with Project Engineer for updated 95% Plan Set and CAD Files.
- Identify Project Description changes and revise per latest Plan Set.
- Convert CAD files to GIS and update environmental project footprint exhibit.

Deliverable:

- Revised Project Description and project footprint exhibit will be included in IS/MND.

TASK 2 – ENVIRONMENTAL TECHNICAL STUDIES COORDINATION AND QC/EDITS

M&N will coordinate with the technical specialists to provide the latest Project Description, Environmental Project Footprint and respond to requests for information needed to update their analyses/studies. M&N oversight will include quality control for adequacy of analysis, findings and any required mitigation language consistent with CEQA.

Scope of work:

- Coordinate with specialists to revise analyses based on current conditions.
- Oversee and Quality Control of analyses and any proposed mitigation for Air Quality, Biological Resources, Cultural Resources, Hazardous Materials, Noise and Water Quality.
- Coordinate with City as needed regarding findings of the technical analyses.

Deliverable:

- No specific deliverable for this task. Deliverables associated with this task are included in Task 3 and Task 5 below.

TASK 3 – ENVIRONMENTAL DOCUMENT/ANALYSIS UPDATE

M&N will revise the environmental document for consistency with the updated Project Description and Environmental Project Footprint described under Task 1 above. The Initial Study

covers 21 environmental topic areas based on the CEQA Guidelines Appendix G. Revisions will be made to ensure the document is up-to-date based on the current design, time-lapse since work was initiated in 2019 and new regulatory changes made to the updated CEQA Appendix G Environmental Checklist, USACE regulations, and SB 743 vehicle miles travelled (VMT) requirements.

Scope of work:

- Update IS/MND with new CEQA Appendix G checklist and answer questions.
- Review IS/MND environmental topic areas and update as needed for consistency with new Project Description and Environmental Project Footprint.
- Coordinate with City’s traffic consultant, review and comment on revised traffic study and update document analyses for consistency with SB 743 VMT analysis.

Deliverables:

- Revised administrative Draft IS/MND.
- Public Draft IS/MND for circulation.

TASK 4 – PROJECT MANAGEMENT

M&N will manage the environmental document, billing, invoicing and contract between the City and M&N’s subconsultants.

Deliverable:

- No specific deliverable for this Task.

TASK 5 – SUBCONSULTANT TECHNICAL ANALYSIS/STUDY UPDATES

M&N and our specialists will revise the technical analyses consistent with the revised Project Description and Environmental Project Footprint, and to account for the time lapse since the project was initiated in 2019 and the changes in regulation that have occurred during that time (i.e. CEQA Appendix G Updates, SB743 VMT requirements, and USACE definition changes to Waters of the US). Also, required is a paleontology field survey based on results of the SB County Museum database research.

Scope of work:

- Update analyses and studies consistent with current revised project description, environmental footprint, and regulations.

Deliverable:

- Revised analyses and studies for Air Quality, Biological Resources, Cultural Resources, Hazardous Materials, Noise and Paleontology.

**Table 1. Task Description and Cost Proposal
 Pennsylvania Avenue Widening Project Amendment #2 (CEQA)**

Task Description	Hours	Fee (\$)
1. Project Description Updates <ul style="list-style-type: none"> • Review revised Plans and coordinate with City/Engineer • Revise Project Description for City Approval • Environmental Mapping – Revise per New CAD files 	18	\$3,756
2. Environmental Technical Studies Coordination and QC/Edits <ul style="list-style-type: none"> • Air Quality • Biological Resources • Cultural Resources • Hazardous Materials • Noise • Water Quality 	50	\$10,392
3. Environmental Document/Analysis Updates – Due to: <ul style="list-style-type: none"> • CEQA IS/MND – Draft Environmental Document (DED) – Changes in Project Description, SB743/Traffic Study and updated technical studies. 	100	\$21,280
4. PM. Project Management <ul style="list-style-type: none"> • Additional Project Management/Meetings/Coordination 	20	\$4,504
Subtotal	188	\$39,932
5. Subconsultant Technical Analysis/Study Updates <ul style="list-style-type: none"> • Air Quality – New project description & SB743/Traffic Study • Biological Resources – New footprint, time-lapse & DBESP • Cultural Resources Addendum – New footprint • Hazardous Materials – New footprint & time-lapse • Noise – New project description & SB743/Traffic Study • Paleontology – Field survey per SB County Museum 	TBD	\$8,538 \$5,000 \$1,880 No change \$7,218 \$1,960
Subtotal	TBD	\$24,596
Total	188	\$64,528

Assumptions and Exclusions:

1. The Project will not require Caltrans review or approval of the Environmental Document or Technical Studies. The City is the CEQA Lead Agency and there is no NEPA nexus.
2. No additional project description changes will occur as of the 95% plans provided to M&N in June-July of 2020. Project description changes may require a revised scope of work.
3. This scope of work is valid for 90 days, and is consistent with the original 47-week project schedule. Any delays beyond M&N’s control may require a revised scope of work.
4. The scope of work assumes no new significant environmental impacts will be triggered due to the project description changes made in June-July 2020 or due to new SB743 legislation.

Scope of Work

City of Beaumont Pennsylvania Avenue Widening Air Quality & Noise GHG of Work

DATE: May 20, 2020
PREPARED FOR: Stephanie Oslick
PREPARED BY: Michelle A. Jones, Principal Entech Consulting Group

Purpose and Objective

The City of Beaumont proposes to widen Pennsylvania Avenue consistent with the General Plan Circulation Element, in the central part of the City of Beaumont along the I-10 corridor from its existing two-lane configuration to four lanes, to accommodate projected growth and current congestion. The portion of Pennsylvania Avenue to be widened is a 2,700-foot-long segment (0.51 miles) between 6th Street on the north.

Air Quality Scope of Work

As part of the environmental analysis, an air quality and greenhouse gas analysis must be prepared to satisfy the CEQA requirements. The air quality and greenhouse gas analysis will require demonstrating whether or not the project will:

1. Conflict with or obstruct implementation of the applicable air quality plan;
2. Violate any air quality standard or contribute substantially to an existing or projected air quality violation;
3. Result in a cumulatively considerable net increase of any criteria pollutant for which the project is non-attainment under applicable federal or state ambient air quality standards (including releasing emissions which exceed quantitative thresholds for ozone precursors);
4. Expose sensitive receptors to substantial pollutant concentrations; or
5. Create objectionable odors affecting a substantial number of people.
6. Generate greenhouse gas emissions, either directly or indirectly that may have a significant impact on the environment
7. Conflict with an applicable plan, policy, or regulation adopted to reduce the emissions of greenhouse gases

Threshold of Significance Evaluation for Project Construction Impacts

The focus of the construction analysis will be on the pollutant of greatest concern, PM_{2.5}, and Ozone. The project area is currently nonattainment for Ozone, PM_{2.5}, and PM₁₀. Significant increases in these pollutants can lead to adverse health effects as well as nuisance concerns. PM_{2.5} emissions are produced from excavation, grading demolition, vehicle travel, and paved and unpaved surfaces. The use of diesel-powered construction equipment produces ozone precursor emissions and combustion-related particulate emissions. Emission calculation tools such as the Sacramento Roadway Construction Emission model will be used to quantify emissions from construction and compared to SCAQMD thresholds to determine significance.

Threshold of Significance Evaluation for Operational Impacts

The most recent version of the EMFAC2017 model will be utilized to obtain daily emission levels for all criteria pollutants from the operation of the project. These daily emission levels will be compared to the SCAQMD thresholds to determine significance.

CO Hot-Spot Screening Analysis: At a local level, the project will be screened to determine if the project worsens air quality for CO. If the project is determined to have a potential to worsen air quality impacts a detailed analysis will be conducted. It is assumed that this project will not trigger a detailed analysis. The project will be screen utilizing the traffic study to determine if one of the following conditions occur

- Will Level of Service (LOS) on one or more streets or at one or more intersections in the project vicinity will be reduced to LOS E or F? or
- Will the project substantially worsen an already existing LOS F on one or more streets or at more or more intersections in the project vicinity?

Greenhouse Gas/Climate Change- Quantification of GHG will be performed to determine emission levels from both the construction and operational aspects of the proposed project. EMFAC2017 will be utilized to estimate CO₂ emissions from the construction and operation of the proposed project. The analysis will discuss project implementation measures that can be employed to reduce the GHG emissions and potential climate change impacts from the projects. Utilizing the analysis identified above, an Air Quality Technical Report will be prepared in accordance with provisions of CEQA requirements.

Air Quality Budget

Staff Name	Michelle Jones/ Principal	Total
Hourly Rate	\$170.76	
Air Quality & GHG Analysis	50	\$8,538.00
Total Hours	50	
Total Costs		\$8,538.00

Noise Scope of Work

These proposed improvements along Pennsylvania Avenue may have the potential to change noise levels in areas that are sensitive to changes in noise levels. Projects of this type are required to undergo CEQA review to identify the environmental impacts of the project and determine whether identified impacts are significant. Impacts will be considered significant if the noise level exceeds the Land Use Compatibility Criteria for the adjacent land use category as established in the City of Beaumont’s General Plan noise element. Information developed from the CEQA noise analysis will support the development of the environmental documentation for the project.

Conduct On-Site Monitoring of Sensitive Receptors

Entech Consulting Group will conduct a reconnaissance of the project area to determine sensitive land use categories. Residential land uses south of the Auto Zone near Pennsylvania Avenue and those within 200 feet North of E 6th St. have been identified in the project area. Field measurements will be

performed at these sensitive land uses to determine the existing noise environment by taking and up to three (3) short-term measurements during the noisiest hour (during free-flowing traffic conditions with the highest volume), which typically occurs between 10 am and 2 pm. Measurements will be conducted utilizing a Type 1 noise meter and in accordance with generally acceptable environmental noise standards for field measurement as defined by the Caltrans Technical Noise Supplement Manual (September, 2013).

Predictive Noise Modeling

Entech Consulting Group will conduct noise modeling to predict current, future no-build and build alternatives using the appropriate noise predictive model TNM 2.5 (Traffic Noise Model) at sensitive land uses. Prediction is based on inputs such as projected traffic volume (average daily traffic), traffic mix (percentage of truck traffic), topography, and distance of the project from the receivers. Predicted noise impacts will be presented for the future build condition and compared to the land use compatibility criteria for the associated land use category.

Construction Noise

Entech Consulting Group will perform a construction noise analysis to predict construction noise levels from the project site to demonstrate compliance with the noise ordinance.

Mitigation

Mitigation measures will be discussed to reduce noise associated with the construction of the project.

CEQA Checklist Noise Questions

The Entech will prepare a Technical Noise Report to respond to the CEQA checklist questions related to noise.

Staff Name	Cammila Blasquez/ Environmental Scientist	Michelle Jones/ Principal	Total
Hourly Rate	\$ 83.22	\$174.76	
Field Monitoring	16		\$1,331.52
TNM Modeling/Analysis		8	\$1,398.08
Technical Memo/ CEQA Questions		20	\$3,495.20
Total Hours	16	28	\$6,224.80
Other Direct Costs			
Sound Level Meter Rental			\$750
Travel Costs			\$243
Total Costs			\$7,217.80

Assumptions

Moffit & Nichol will provide traffic data and design files for the project alternatives.



47 1st Street, Suite 1
Redlands, CA 92373-4601
(909) 307-5633

November 11, 2020

Stephanie S. Oslick, AICP, ENV SP
West Coast Director of Environmental Services
Moffatt & Nichol
4225 East Conant Street
Long Beach, CA 90808

RE: Proposal for Determination of Biologically Equivalent or Superior Preservation (DBESP)
Pennsylvania Avenue Widening
Beaumont, Riverside County, California

Dear Stephanie:

Jericho is pleased to provide this Proposal to Determination of Biologically Equivalent or Superior Preservation (DBESP) for the above-referenced Project.

PROJECT UNDERSTANDING

The proposed Project encompasses approximately 2,800 linear feet of roadway along Pennsylvania Avenue, between 1st Street and 6th Street. Plans are to widen the roadway from two lanes to four lanes, for a potential total Project Impact area of approximately 13 acres, based on engineering plans from the City of Beaumont.

In June 2018, Jericho conducted a biological assessment and a Multiple Species Habitat Conservation Plan (MSHCP) Consistency Analysis. The result of these studies identified Riparian/riverine resources were found within a segment below the UPRR/I-10 corridor. Due to presence of Riverine/Riparian resources, MSHCP requires that a Determination of Biologically Equivalent or Superior Preservation (DBESP) must be developed that addresses the replacement of lost functions of habitats regarding the listed species, if these species cannot be avoided. This analysis is separate from any regulatory review/permitting by the CDFW and RWQCB.

SCOPE OF WORK

Task 1: Determination of Biologically Equivalent or Superior Preservation

As identified in Section 6.1.2 of the MSHCP, *Protection of Species Associated with Riparian/Riverine Areas and Vernal Pools*, riparian/riverine areas are defined as areas dominated by trees, shrubs, persistent emergent plants, or emergent mosses and lichens which occur close to or are dependent upon nearby freshwater, or areas with freshwater flowing during all or a portion of the year. Conservation of these areas is intended to protect habitat that is essential to a number of listed or sensitive water-dependent fish, amphibian, avian, and plant species. This analysis is independent from considerations given to “waters of the U.S.” and “waters of the State” under the Clean Water Act and the California Fish and Game Code.

In accordance with the MSHCP, if a project will impact riparian/riverine habitat, no matter how small the acreage of impact and an avoidance alternative is not feasible, then a DBESP will be needed to ensure replacement of any lost functions and values associated with loss riparian/riverine habitat will be biological equivalent or superior to the existing habitat. The DBESP is separate from the regulatory permitting process (i.e., USACE CWA Section 404, RWQCB CWA Section 401, and CDFW Section 1602).

Prior to preparing the DBESP, Jericho will conduct a pre-application meeting with the County and the applicant to review the proposed Project which will help guide the design and the DBESP process.

A DBESP will be prepared that will include the following information:

- Definition of the project area;
- A written project description, demonstrating why an avoidance alternative is not possible;
- A written description of biological information available for the project site including the results of resource mapping;
- Quantification of unavoidable impacts to riparian/riverine areas associated with the project, including direct and indirect effects;
- A written description of project design features and mitigation measures that reduce indirect effects, such as edge treatments, landscaping, elevation difference, minimization, and/or compensation through restoration or enhancement;
 - Mitigation measures developed during the regulatory permit process with the CDFW will be used to offset impacts to riparian/riverine habitat as appropriate. If additional mitigation is necessary, for riparian/riverine habitat, additional mitigation measures will be included.
- A finding demonstrating that although the proposed project would not avoid impacts, with proposed design and compensation measures, the project would be biologically equivalent or superior to that which would occur under an avoidance alternative without these measures, based on one or more of the following factors:
 - Effects on Conserved Habitats;
 - Effects on the listed species; and
 - Effects on riparian Linkages and function of the MSHCP Conservation Area.

Prior to approval of the DBESP, the Wildlife Agencies (i.e., USFWS, CDFW, and the RCA) will be notified and provided a 60-day review and response period on the draft report. The proposed scope of services includes preparation of a DBESP to be reviewed by (1) the Client, and (2) the Wildlife Agencies. This task includes the distribution of up to six (6) hard copies (3 for the distribution of the draft report and 3 for the distribution of the final report) of the DBESP, response to two (2) sets of comments, and updates to the DBESP as appropriate.

FEE SCHEDULE

Jericho is sensitive to the needs of all of our clients and their budgets. Our approach is designed to save the client money and time by providing a flat rate for services. The cost is identified as follows:

Tasks	Cost
Task 1 Determination of Biologically Equivalent or Superior Preservation	\$5,000
Total	\$5,000

PROJECT SCHEDULE

The work to complete these tasks can begin upon authorization of our proposal and contract acceptance.

Based on our recent experience with DBESP processing through the County, it is anticipated that work will be complete within approximately three to six months from authorization of this task. Jericho will work expeditiously with the agencies as we are aware of the needs to complete this project as soon as possible.

Jericho appreciates the opportunity to continue to be of service. If you have any questions or need any clarifications, feel free to contact me at (909) 307-5633 or at shay@jericho-systems.com

Sincerely,



Shay Lawrey, President



CRM TECH

1016 E. Cooley Drive, Suite A/B
Colton, CA 92324

July 15, 2020

Moffatt & Nichol
3780 Kilroy Airport Way, Suite 600
Long Beach, CA 90806
Stephanie S. Oslick, AICP, ENV SP

SCOPE OF WORK AND COST PROPOSAL

**Addendum Report to a Previously Completed
Cultural Resource Assessment
And for a Paleontological Survey/Assessment
For the Pennsylvania Avenue Street Widening Project
City of Beaumont, Riverside County, California**

CRM TECH is submitting to Moffatt & Nichol ("Client"), this proposal to conduct an addendum study for the project referred to above. Between June and September 2018, CRM TECH completed a historical/archaeological resources study for the project. Since then some changes have been made in the project area, such that some parts of current project area were not included in the earlier study. Those areas now need to be inspected for cultural resources. An addendum report will be prepared to present the results of the cultural investigation of those additional areas.

Additionally, at this time, a paleontological survey is also required. The tasks and cost of completing the paleontological survey/assessment are presented separately in this document.

Scope of Work: Cultural Resources Addendum

In order to complete a cultural resources assessment of the additional area, CRM TECH would accomplish the following tasks:

1. Use the provided shape files of the boundaries of the new, additional areas that were not included in the earlier study and produce maps of them on historic-period and current maps and aerial images for use when reviewing the records search and historical background research results and during the field survey; appropriate figures will be included in the addendum report.
2. Review the results of the historical/archaeological resources records search previously completed for the project area for information regarding previously completed cultural resource studies and previously recorded cultural resources in the project area and vicinity.
3. Review the general prehistorical and historical background research previously completed to, once again, become familiar with the prehistorical and historical context of the area and for information about previous land uses and development trends within and around the project area.

4. Conduct a field survey of the new, previously unsurveyed parts of the project area following professional archaeological procedures; this will include, among other standard procedures, inspecting the entire ground surface of the previously unsurveyed areas, documenting the current conditions, and taking overview photographs.
5. Prepare an addendum report to document the methods and findings of Tasks 1-4, stating our results, conclusions, and recommendations for cultural resources with regards to these new areas.

Cost: Cultural Resources Addendum

CRM TECH proposes to complete the tasks listed above for the addendum report for this project for a cost of **\$1,880.00**.

Scope of Work: Paleontological Survey/Assessment

To satisfactorily complete the paleontological survey/assessment of the entire project area, CRM TECH will conduct the following tasks:

1. Using the digitized data of the entire project area, produce a figure showing the project area on one or more geologic maps of the area.
2. Review the paleontological resources records search completed by the San Bernardino County Museum for information regarding geological formations and other information regarding paleontologically sensitive sediments and paleontological resources within and near the project area.
3. Review pertinent paleontological literature and geological maps for information regarding geological formations and paleontological resources in the project area and vicinity.
4. Conduct a field survey of the entire project area following standard professional paleontological procedures.
5. Prepare a report to document the methods and findings of Tasks 1-4, identifying any potential fossil-bearing soils and paleontological resources within the project area, if any, discussing their possible significance, and recommending subsequent courses of action for paleontological compliance for the project.

Cost: Paleontological Resource Survey/Assessment

CRM TECH proposes to complete the paleontological study for a cost of **\$1,960.00**.

Total Cost: Both Studies

This results in a combined cost for both the cultural resources addendum study and the paleontological resources survey/assessment of **\$3,840.00**.

Reimbursable Expenses

No reimbursable expenses or indirect costs will be added to our invoices. The prices include items such as mileage, copying and printing, and administrative fees.

Payment Schedule

The full amount will be due upon completion of the final reports.

Project Schedule

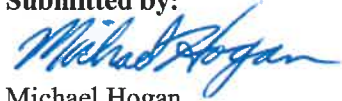
Start date: Immediately upon authorization to proceed.

Completion date: The study will be completed by a date agreed upon by CRM TECH and the Client; CRM TECH may be able to complete these studies in approximately 2 weeks.

Agreement

If the Client agrees to the terms and conditions of this proposal, an authorized signature below will constitute a contract and an agreement to proceed. Alternatively, this document can be incorporated into the Client's standard subconsultant agreement.

Submitted by:



Michael Hogan
CRM TECH

Agreed to by an Authorized Representative of Moffatt & Nichol:

Signature

Printed name and title

Date

**THIRD AMENDMENT
TO PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF BEAUMONT
AND MOFFATT & NICHOL FOR ENVIRONMENTAL SERVICES FOR
PENNSYLVANIA AVENUE GRADE SEPARATION (CIP 2017-012)**

THIS THIRD AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR is made and effective as of the 15th day of November, 2022, by and between the CITY OF BEAUMONT, a general law city, (“CITY”) whose address is 550 E. 6th Street, Beaumont, California 92223 and MOFFATT & NICHOL, a California corporation whose address is 4225 East Conant Street, Long Beach, CA 90808 (“CONTRACTOR”) in consideration of the mutual promises and purpose contained herein, the parties agree as follow:

1. RECITALS

This Third Amendment is made with respect to the following facts and purpose that the parties agree are true and correct:

A. On December 19, 2017, the City and MOFFATT & NICHOL, entered into that certain agreement entitled “Agreement for Professional Services by Independent Contractor” for ENVIRONMENTAL DOCUMENTATION SERVICES FOR THE PENNSYLVANIA AVENUE INTERCHANGE IMPROVEMENT PROJECT, PENNSYLVANIA AVENUE WIDENING PROJECT AND THE PENNSYLVANIA AVENUE GRADE SEPARATION PROJECT (“Agreement”).

B. City has requested a further change in scope to the work under the Agreement regarding NEPA compliance for the Pennsylvania Avenue Grade Separation Project and CONTRACTOR has requested that the scope of work should be increased as provided in the Proposal dated November 2, 2022, a copy of which is attached hereto as Exhibit “A”, and incorporated herein by this reference.

2. AMENDMENT

Section 1 of the Agreement is hereby amended to extend the term of the agreement until the services are completed, but not to exceed one (1) year or December 19, 2023.

Section 2 of the Agreement is hereby amended to add to the Services those services identified in the Proposal attached hereto as Exhibit “A”.

Section 4.01 of the Agreement is hereby amended to increase the maximum compensation under the Agreement as follows: Under previous Amendments, compensation was set at four hundred and eleven thousand, six hundred and sixty-nine dollars (\$411,669). Per this Third Amendment, compensation is increased by the maximum amount of one hundred and forty-four thousand, seven hundred and five dollars (\$144,705) as provided in the Proposal attached hereto

as Exhibit "A" resulting in total compensation under the Agreement not to exceed five hundred and fifty-six thousand, three hundred and seventy-four dollars (\$556,374).

The recitals to this Amendment are deemed incorporated herein by this reference. All other terms of the Agreement not expressly amended by this Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereby have made and executed this Third Amendment to Professional Services Agreement to be effective as of the day and year first above-written.

CITY:

CONTRACTOR:

CITY OF BEAUMONT

MOFFATT & NICHOL

By: 

By: 

Lloyd White, Mayor

Print Name: Shelly Anghera

ATTEST


Deputy
City Clerk

Title: Vice President

APPROVED AS TO FORM

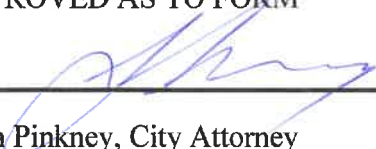

John Pinkney, City Attorney

EXHIBIT "A"

PROPOSAL DATED November 2, 2022

November 2, 2022

Mr. Jeff Hart
City of Beaumont Public Works Director
550 E. 6th Street
Beaumont, CA 92223

Subject: Pennsylvania Avenue Grade Separation Project - Amendment Request #3 for Environmental Documentation Services (NEPA)

Dear Mr. Hart:

Moffatt and Nichol (M&N) is pleased to provide the City of Beaumont with continued assistance on the Pennsylvania Avenue Grade Separation Project. This amendment request is to our existing contract dated December 19, 2017 to provide "Environmental Documentation Services for Pennsylvania Avenue Interchange Improvement Project, Pennsylvania Avenue Widening Project and the Pennsylvania Avenue Grade Separation Project." Specifically, this Amendment #3 request is to (1) extend the contract beyond December 19, 2023 for one additional year, (2) provide environmental services associated with National Environmental Policy Act (NEPA) services for the Pennsylvania Avenue Grade Separation Project (Grade Sep Project) due to the City obtaining federal funds by FHWA to help build the Grade Sep Project, and (3) updating our billing rates (as the original contract was approved in December 2017).

Amendment #1 dated January 2, 2019 was approved for (1) extending the contract to December 19, 2020 (term of agreement) to December 19, 2023, and (2) providing Regulatory and Multiple Species Habitat Conservation Plan (MSHCP) services specifically for the Pennsylvania Avenue Widening Project (additional services and compensation). Amendment #1 services were not included in the original 2017 contract because the original contract was only for services during the environmental document phase (technical studies and the environmental document), and these regulatory services are completed during final design, which is the project phase after the environmental document phase.

Amendment #2 dated February 2, 2021 was approved for (1) extend the contract beyond December 19, 2020, and (2) provide continued California Environmental Quality Act (CEQA) services for the Pennsylvania Avenue Widening Project (Widening Project) due to project description changes, changes to the CEQA Environmental Checklist, revision to USACE regulations on Waters of the United States definition, and new SB743 legislation (requirement to analyze vehicles miles travelled) that occurred in June-July 2020 after production of the environmental documentation had already commenced. Since 2019 and in June-July 2020, the Widening Project has undergone design changes from the original 95% Plan Set, regulatory changes (SB743 implementation and USACE jurisdiction definition), and changes in CEQA that require additional effort to complete the tasks. Design changes include removing the sidewalk from the east side of Pennsylvania Avenue, incorporating new structural Best Management Practices (BMP)s and a

revised project footprint. These project description changes will require additional effort to update the supportive technical analysis/studies already completed and update environmental resource analyses in the IS/MND.

In Summer 2022, the City decided to procure federal funds from FHWA to help build the Grade Sep project. Since there will now be a federal nexus, the Grade Sep project is federalized, and NEPA compliance is required. Per NEPA Assignment, Caltrans acts on behalf of FHWA, and therefore the NEPA document and technical studies need to comply with Caltrans processes and templates (as applicable). A Preliminary Environmental Study (PES) will be required, which identifies the type and level of any required technical studies and the type of NEPA environmental document. At this time, it is anticipated that a NEPA Categorical Exclusion will be the appropriate environmental document to demonstrate NEPA compliance. Further, the following technical studies may also be required (to be confirmed once the PES is approved by Caltrans):

- Part of the project is located with the Western Riverside Multiple Species Habitat Conservation Plan (MSHCP) and possible waters of the US/State. See attached Biological Scope of Work from Noreas, Inc.
- The Union Pacific Railroad is a recorded historic site in the area, and excavation is anticipated for this project. The project will need to comply with Section 106 of the National Historic Preservation Act. See attached Cultural Scope of Work from CRM Tech.
- The project is located within City and Union Pacific right-of-way, a Phase I Initial Site Assessment (to determine any hazardous materials within the project site) will likely be needed. See attached Phase I ISA Scope of Work from Leighton.
- The project will have a vertical change to the Pennsylvania Avenue alignment, a Noise Study Report (NSR) will likely be needed. See attached Noise Scope of Work from Entech Consulting Group.
- A paleontological sensitivity assessment may be needed for this project. See attached Palaeontological Scope of Work from CRM Tech.

M&N respectfully requests additional authority to prepare/process technical analyses associated with the NEPA environmental document (for \$33,700), and an additional \$111,005 for optional tasks (pending requirements identified with PES approval) for a total of \$144,705). The tasks, fees, assumptions and exclusions are included in Attachment A Scope of Work.

If you have any questions or require additional information, please contact me at 562-317-3491. We look forward to working with you.

Sincerely,
MOFFATT & NICHOL



Stephanie S. Oslick, AICP, ENV SP
Project Manager

Encl: Attachment A: Scope of Work and Fee and proposals from subconsultants

Attachment A (Scope of Work and Fee)

TASK 1 – PROJECT DESCRIPTION AND PRELIMINARY ENVIRONMENTAL STUDY (PES)

M&N will prepare the project description for inclusion in the Caltrans Preliminary Environmental Study (PES), consistent with the latest Caltrans Local Assistance Procedures Manual – Chapter 6 (dated November 2021).

Scope of work:

- Coordinate with Project Engineer for updated Plan Set and CAD Files.
- Prepare and submit PES to City and Caltrans for review (and approval by Caltrans).

Deliverable:

- Draft and Final Preliminary Environmental Study (PES), which includes Project Description

TASK 2 – NEPA ENVIRONMENTAL DOCUMENT

M&N will prepare the NEPA environmental document (assumed to be a Categorical Exclusion with Caltrans acting as the NEPA Lead Agency), consistent with the Project Description and PES described under Task 1 above.

Scope of work:

- Prepare Draft and Final NEPA Categorical Exclusion for City and Caltrans review (and Caltrans approval)

Deliverables:

- Prepare Draft and Final NEPA Categorical Exclusion

Please note – Task 2 was already included as part of the original contract, so additional budget is now needed as the original contract was approved in December 2017.

TASK 3 – PROJECT MANAGEMENT

M&N will manage the environmental document, coordination with subconsultants, billing, invoicing and contract between the City and M&N's subconsultants.

Deliverable:

- No specific deliverable for this Task.

TASK 4 – ENVIRONMENTAL TECHNICAL STUDIES (Optional)

M&N will coordinate with the technical specialists to provide the Project Description, Environmental Project Footprint and respond to requests for information needed to prepare environmental technical studies. M&N oversight will include quality control for adequacy of analysis and findings consistent with NEPA. Although our experience with Caltrans has indicated that environmental technical studies become “dated” after two or three years, to the greatest extent possible, environmental analyses prepared for adjacent projects (including Pennsylvania Avenue Widening Project) will be used.

Scope of work:

- Coordinate with specialists to prepare environmental technical studies consistent with that is identified in the Caltrans approved PES (Task 1).
- Oversee and Quality Control of environmental technical studies as identified in the Caltrans approved PES (Task 1). Optional scope/fee are attached to this document for Biological Resources, Cultural Resources, Hazardous Materials, Noise and Paleontology.
- Coordinate with City as needed regarding findings of the technical analyses.

Deliverable:

- Draft and Final Environmental Technical Studies (per NTP from City based on Caltrans approved PES).

TASK 5 – REGULATORY PERMITTING (Optional)

If needed, M&N will prepare regulatory permitting applications to impacts to wetlands or Waters of the US/Waters of the State from the US Army Corps of Engineers (USACE), Regional Water Quality Control Board (RWQCB), and/or California Department of Fish and Wildlife (CDFW).

Scope of work:

- Coordinate with applicable regulatory agencies and submit permit applications.

Deliverable:

- Regulatory agency permit applications (assuming USACE Nationwide Permit, RWQCB 401 Certification, and CDFW 1600).

**Table 1. Task Description and Cost Proposal
 Pennsylvania Avenue Grade Separation Project - Amendment #3 (NEPA)**

Task Description	Hours	Fee (\$)
1. Project Description and Preliminary Environmental Study (PES) <ul style="list-style-type: none"> • Project Description for City Approval • Prepare PES and submit to City and Caltrans (for Caltrans review and approval) 	130	\$23,100

Task Description	Hours	Fee (\$)
2. NEPA Environmental Document • NEPA Categorical Exclusion (and Caltrans Coordination)	22	\$4,220
3. Project Management • Project Management/Meetings/Coordination	22	\$4,640
Subtotal	174	\$33,700
4. Environmental Technical Studies (Optional pending Caltrans Approval of PES) • Biological Resources • Cultural Resources • Hazardous Materials (ISA) • Noise • Paleontology	TBD	\$56,000 \$10,740 \$7,900 \$17,025 \$2,740
Subtotal (Optional)	TBD	\$94,405
5. Regulatory Permitting (Optional) • USACE, RWCQB, and/or CDFW	100	\$16,000
Subtotal (Optional Tasks 4 and 5)	TBD	\$111,005
Total (includes Tasks 1-3 and Optional Tasks 4-5)	188	\$144,705

6,380

16,600

Assumptions and Exclusions:

1. The Project will require Caltrans review and approval of the Environmental Document and Technical Studies. Caltrans is the NEPA Lead Agency.
2. No additional project description changes will occur as of the 65% plans provided to M&N. Project description changes may require a revised scope of work.
3. This scope of work is valid for 90 days. Any delays beyond M&N’s control may require a revised scope of work.
4. The scope of work assumes no significant environmental impacts as defined by NEPA, which would require a higher-level environmental document to be prepared (e.g., Environmental Assessment or Environmental Impact Statement).
5. It is assumed that no sensitive species (e.g., threatened or endangered species) will be present within the project study area.
6. Up to five environmental resource technical studies are included as optional (Task 4). After Caltrans approval of the PES (Task 1), the specific technical studies required for this project will be identified and inform which technical studies will needed. The specific scope of work for each of the technical studies are included to this document. No work will commence unless required and M&N obtains NTP from the City.
7. Regulatory permitting is included as an optional task (Task 5). No work will commence unless required and M&N obtains NTP from the City. Any permitting application fees will be paid by the City.



**CITY OF BEAUMONT’S PENNSYLVANIA AVENUE GRADE SEPARATION PROJECT
SCOPE OF WORK & FEE PROPOSAL**

October 19, 2022

Ms. Stephanie Oslick
Moffatt & Nichol
4225 East Conant Street
Long Beach, CA 90808

SUBJECT: CITY OF BEAUMONT’S PENNSYLVANIA AVENUE GRADE SEPARATION PROJECT – SCOPE OF WORK & FEE PROPOSAL

NOREAS Inc. (NOREAS) is pleased to provide this scope of work and fee proposal to assist Moffatt & Nichol (MN) with the City of Beaumont’s Pennsylvania Avenue Grade Separation Project (hereafter referred to as the “Project”). For the purposes of this scope of work (SOW), the proposed “study area” is limited to ≤ 10-acres – located in the City of Beaumont, County of Riverside, California.

The following tasks will be completed on a time and materials basis:

- **TASK 1. BIOLOGICAL SURVEY, ANALYSIS & BIOLOGICAL TECHNICAL REPORT;**
- **TASK 2. WESTERN RIVERSIDE MULTIPLE SPECIES HABITAT CONSERVATION PLAN (MSHCP) CONSISTENCY REPORT;**
- **TASK 3. DELINEATION OF WETLANDS, WATERWAYS AND MSHCP RIPARIAN/RIVERINE RESOURCES;**
- **TASK 4. BURROWING OWL SURVEY & REPORT;**
- **TASK 5. NARROW ENDEMIC PLANT SURVEYS & REPORT; AND**
- **TASK 6. NATURAL ENVIRONMENT STUDY**

TASK 1. BIOLOGICAL SURVEY, ANALYSIS & BIOLOGICAL TECHNICAL REPORT

NOREAS will review resource databases, local resource management plans, aerial photos, and other readily available commercial data to determine the location and types of biological resources that have the potential to exist in the region and within the Project’s study area. The literature review will support the development of all written deliverables within this SOW. NOREAS shall also perform: pedestrian based biological surveys; conduct vegetative mapping; and complete habitat assessments to determine the presence – or absence, of special status species habitat within the study area. Field work will disclose and evaluate the onsite habitat conditions; and determine the potential for occurrence of common and special status species, their habitats, and sensitive land cover types. In general, the field analysis and data collection will focus on identification and estimation of the approximate acreages of various land cover types that occur within Project’s limits. A stand-alone Biological Technical Report (BTR) will be prepared for the Project which details the results of the literature review, pedestrian based biological surveys, and data analysis. The report will present the existing biological resources within the study area, and describe the following:

- ✓ The methods used in identifying and assessing biological resources, the personnel who conducted the studies, contacts made with agencies – if any, and limitations associated with the data analysis;
- ✓ The environmental setting will include both the biological and physical setting within and adjacent to the study area; and
- ✓ The results, including presence/absence of special status species habitats, riparian or other sensitive natural communities, etc.



**CITY OF BEAUMONT'S PENNSYLVANIA AVENUE GRADE SEPARATION PROJECT
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TASK 2. WESTERN RIVERSIDE MULTIPLE SPECIES HABITAT CONSERVATION PLAN (MSHCP) CONSISTENCY REPORT

The Project is within Western Riverside Multiple Species Habitat Conservation Plan (MSHCP) boundaries and is subject to a determination that Project activities are consistent with the policies within Section 6.0 of the MSHCP. Accordingly, analysis and data synthesis will focus on identification and estimation of the approximate acreage of various vegetation communities that would likely be affected from Project implementation. Project specific biological data will be analyzed based upon MSHCP consistency requirements. For example, since the Project is within MSHCP boundaries (Badlands Area Plan – not within a Cell Group, or Criteria Cell) it is subject to a determination that proposed Project activities are consistent with MSHCP Section 6.0 (i.e., riparian/riverine [Section 6.1.2], and species survey requirements [Sections 6.1.3 and 6.3.2]). As a result, a stand-alone report will be prepared by NOREAS to analyze the Project based upon MSHCP consistency specifications (e.g., effects on MSHCP Covered Species, Core Areas, Linkages, and Conservation Area Configuration). In addition, this analysis will consider the degree to which the Project incorporates the siting and design criteria defined within the MSHCP (i.e., guidelines for wildlife, best management practices [BMP's] and so forth).

TASK 3. DELINEATION OF WETLANDS, WATERWAYS AND MSHCP RIPARIAN/RIVERINE RESOURCES

NOREAS proposes to evaluate available data (i.e., previously prepared environmental documents, memos, reports and fact sheets for the Project, National Wetland Inventory, Aerial Photographs, United States Geological Survey [USGS] maps, MSHCP Transportation and Land Management Agency Geographic Information Services Database, Regional Conservation Authority GIS Data Mapping Tool, etc.) and delineate jurisdictional wetlands, waterways, and those locales that satisfy the MSHCP's Section 6.1.2 definition of Riparian/Riverine Resources pursuant to the substantive provisions set forth within the following:

- ✓ US Army Corps of Engineers (USACE) Wetland Delineation Manual;
- ✓ Lichvar and Wakeley's Interim regional supplement to the USACE Wetland Delineation Manual Arid West Region Direction on Delineating Arid Streams;
- ✓ USACE and Environmental Protection Agency's June 2007 issued Clean Water Act (CWA) Jurisdiction Following the U.S. Supreme Court's Decision in *Rapanos v. United States & Carabell v. United States* guidance document;
- ✓ Mesa Field Guide: Mapping Episodic Stream Activity (Vyverberg et al. 2014) (MESA);
- ✓ A Field Guide to Lake and Stream Bed Alteration Agreements Sections 1600 – 1607; and
- ✓ Section 6.1.2 of the WRMSHCP, Volume I.

NOREAS will prepare a written delineation report to indicate the presence or absence of wetlands, Waters of the United States (WoUS), Waters of the State (WoS), and MSHCP Riparian/Riverine Resources within the study area. The aforementioned document will represent an estimate of jurisdictional boundaries using the most recent regulations, written policies, and guidance from the regulatory agencies. However, only the USACE, Regional Water Quality Control Board (RWQCB), California Department of Fish and Wildlife (CDFW), MSHCP Environmental Programs Department (EPD), and the Regional Conservation Authority (RCA) can make a final determination of special aquatic resource area¹ boundaries and jurisdiction. The field delineation and analysis methods, results and

¹ For the purposes of this analysis, a special aquatic resource area is defined as any potential: United States Army Corps of Engineers jurisdictional wetland and/or waterway feature pursuant to Section 404 of the Clean Water



CITY OF BEAUMONT'S PENNSYLVANIA AVENUE GRADE SEPARATION PROJECT SCOPE OF WORK & FEE PROPOSAL

conclusions will be presented within a single technical report (i.e., Delineation Report). Field work will be completed in accordance with established protocols for analysis and public disclosure of special aquatic resource area boundaries. It is anticipated that minimal differences in terrain, vegetation density, weather and visibility will allow 2 biologists to complete the proposed field activities in no more than 2 days.

TASK 4. BURROWING OWL SURVEY & REPORT

The study area is within a designated Western Riverside MSHCP Burrowing Owl Survey Area. To that end, the MSHCP requires surveys for Burrowing Owl in areas where suitable habitat is identified. The proposed survey protocol for Burrowing Owls was taken directly from the MSHCP, *Instructions for Burrowing Owl Surveys for the Western Riverside Multiple Species Habitat Conservation Plan Area* (2006). The focused surveys will be comprised of the following tasks:

- ✓ One burrow survey and an additional 4 separate survey events shall be conducted from one hour before sunrise to two hours after sunset;
- ✓ Biologists will examine burrows for owl sign, and map owl locations with a global position system on Project maps – if appropriate; and
- ✓ Burrowing owl sightings will be counted and mapped - identifying occupied / unoccupied burrows, and sign.

It is anticipated that differences in terrain, vegetation density, private property, topographic relief, etc., will allow biologists to complete the field surveys in four (4) calendar days. After completion of the above referenced surveys, a final report will be developed. This report will discuss survey methods and results. Appropriate maps showing potential burrow locations shall also be included.

TASK 5. NARROW ENDEMIC PLANT SURVEYS & REPORT

The study area is within a designated survey area for MSHCP Narrow Endemic Plants. Pursuant to MSHCP specifications, surveys for the following species will be required:

- Marvin's onion, April-May; and
- Many-stemmed dudleya, April-July.

Focused surveys will coincide with known flowering period of above referenced special status plant species. Reference populations for representative species will be visited prior to initiation of field surveys. This will be done to objectively validate survey timing, findings and document local variations in flowering phenology. Prior to initiating plant surveys, known plant populations in the region are observed; safeguarding that the surveys appropriately coincide with the observation period of targeted species during wetter/drier-than-normal years. The field survey methods, results and conclusions will be provided within a written stand-alone Technical Report. This SOW assumes that differences in terrain, vegetation density and visibility will allow 2 biologists to complete the field work in no more than 3 calendar days.

Act; Regional Water Quality Control Board jurisdictional water pursuant to their legal authority in accordance with Section 401 of the Clean Water Act and as defined within Section 13050(e) (et seq.) of the California Water Code via the Porter-Cologne Water Quality Control Act; California Department of Fish and Wildlife bed, bank, channel or riparian locations jurisdictional pursuant to Section 1600 (et seq.) of the California Fish and Game Code and locales that satisfy the MSHCP's definition of Riparian/Riverine.



**CITY OF BEAUMONT'S PENNSYLVANIA AVENUE GRADE SEPARATION PROJECT
SCOPE OF WORK & FEE PROPOSAL**

TASK 6. NATURAL ENVIRONMENT STUDY

A California Department of Transportation (CALTRANS)-compliant Natural Environment Study (NES) will be prepared based on the results of the previous described biological surveys and analysis. The NES will describe the existing biological resources within the study area and detail how the Project may affect those resources. The NES will summarize technical documents (e.g., stand-alone focused species studies, delineation report, etc.) related to effects on biological resources in the study area for use in a Project specific environmental document. The NES will conform to the most current version of the CALTRANS NES template - as provided in Volume 3 (Biological Resources), Chapter 2 (Natural Environment Study) of the SER. Furthermore, the NES will be prepared in accordance with CALTRANS' Quality Control Guidance for Standard Biological Technical Documents and Reports. The NES will also provide language and minimization measures for use within the Project specific environmental document.

ASSUMPTIONS

- NOREAS will be provided with the physical limits / boundaries of the study area. Project boundaries and the roughly 10-acre.
- This SOW does not include any formal federal or state Endangered Species Act consultations.
- This SOW does not include any discretionary permitting.
- This SOW does not include a Determination of Biologically Equivalent or Superior Preservation (DBESP) report.
- NOREAS anticipates that one (1) administrative draft and one (1) final version of work products will be provided via email. Drafts will be revised in accordance with one round of formally submitted comments.
- NOREAS will be provide with authorization and assist NOREAS in arranging access to the Project, if necessary.
- SOW includes no focused amphibian, mammal, Delhi Sands Flower-loving Fly or Criteria Area plant surveys.
- The services to be performed by NOREAS will be conducted in a manner consistent with that level of care and skill ordinarily exercised by other professional consultants under similar circumstances. Opinions relating to presence, absence, or potential for occurrence of biological resources will be based on limited data and actual conditions may vary from those encountered at the times and locations where the data were obtained; despite the use of due professional care.



**CITY OF BEAUMONT'S PENNSYLVANIA AVENUE GRADE SEPARATION PROJECT
SCOPE OF WORK & FEE PROPOSAL**

FEE ESTIMATE

Consulting services described herein are effective October 19, 2022 and are expected to extend to December 31, 2023. NOREAS will provide the scope of services described herein on a time and materials basis, and will not exceed the level of effort estimate provided below without written authorization from MN.

Activity	Cost
TASK 1. BIOLOGICAL SURVEY, ANALYSIS & BIOLOGICAL TECHNICAL REPORT	\$5,000.00
TASK 2. WESTERN RIVERSIDE MULTIPLE SPECIES HABITAT CONSERVATION PLAN (MSHCP) CONSISTENCY REPORT	\$7,500.00
TASK 3. DELINEATION OF WETLANDS, WATERWAYS AND MSHCP RIPARIAN/RIVERINE RESOURCES	\$10,000.00
TASK 4. BURROWING OWL SURVEY & REPORT	\$7,000.00
TASK 5. NARROW ENDEMIC PLANT SURVEYS & REPORT	\$6,500.00
TASK 6. NATURAL ENVIRONMENT STUDY	\$20,000.00
Total	\$56,000.00

If you have any questions about the scope or fee estimate, please contact me at your earliest convenience.

PRESENTED BY:

Lenny Malo, Vice President – 10/19/22
NOREAS, Inc.



CRM TECH

1016 E. Cooley Drive, Suite A/B
Colton, CA 92324

October 12, 2022

Moffatt & Nichol
4225 East Conant Street
Long Beach, CA 90808
Stephanie S. Oslick

COST PROPOSAL AND SCOPE OF WORK

Historic Property Survey, Archaeological Survey, and Historic Resource Evaluation Reports And Paleontological Resources Sensitivity Assessment for the Pennsylvania Grade Separation (NEPA) Project City of Beaumont, Riverside County, California

CRM TECH is pleased to submit to Moffatt & Nichol ("Client"), this proposal for the project referenced above. All three projects are at or near the intersection of Pennsylvania Avenue and the I-10 Freeway, in the City of Beaumont, Riverside County, California.

The Pennsylvania Grade Separation undertaking is located where Pennsylvania Avenue crosses the Union Pacific Railroad tracks. The Area of Potential Effects (APE) is the railroad right-of-way (approximately 200 feet wide) extending east and west of Pennsylvania Avenue for a total of approximately 2,500 feet. Due to federal nexus (NEPA, with Caltrans District 8 as the Lead Agency), the survey will comply with Section 106 of the National Historic Preservation Act and in accordance with Caltrans' Environmental Handbook (Volume 2): Cultural Resources. We know that the Union Pacific Railroad is a recorded historic site in this area. All of this information is taken into account in this proposal.

Scope of Work

To comply with the requirements for the cultural resource assessment for this undertaking, CRM TECH will complete the following tasks:

1. Contact the local Caltrans office to discuss any concerns, to review any records or documents that they may have regarding the property, and to ensure that we complete the work as they require (*project management*).
2. Digitize the APE boundaries into our GIS mapping program and produce maps of it and the vicinity on appropriate current and historic-period maps and aerial images (and geologic maps); these will be used during the records searches, background and geomorphological research, Native American scoping, field survey, and for inclusion in the report, as appropriate [*this is not the required APE map (see below)*].

3. ***Request the required historical resources records search using of the California Historical Resources Inventory and other sources of the subject property and immediate vicinity from the Eastern Information Center, University of California, Riverside; this will provide information regarding previous cultural surveys and the types of cultural resources that have been recorded in the vicinity which will help us to understand the prehistoric and historic resource context of the area (in terms of both density and types of resources) and help us develop a preliminary assessment of the cultural sensitivity of the APE.
4. Pursue general prehistorical and historical background information using archaeological, ethnographic, and historical literature as well as early maps to develop the prehistorical and historical context of the area and for information about previous land uses and development trends within and near the APE.
5. Complete a geomorphologic literature and map search to determine the prehistoric/historic landscapes of the area and possible human use of those landscapes to help assess the sensitivity of the subsurface of APE (the vertical APE) for potential significant buried cultural resources, as required by the Section 106 process.
6. Request a sacred lands file search from the Native American Heritage Commission and contact the appropriate Native American representatives (as directed by Caltrans) from the list supplied by the Commission to see if they have any knowledge of Native American resources in and around the project area or have any concerns regarding the projects; follow-up phone calls will be made to groups that do not reply in a reasonable time (this will be done according to Caltrans requirements and timeline for the undertaking).
7. As required by Section 106 and Caltrans requirements, conduct site-specific historical studies, including archival research, interviews, and consultations with local historical societies and/or other representatives of the local community concerning the APE, as necessary, to determine past land uses and owners and to explore historical associations or important historical events.
8. Conduct a field survey of the APE following professional archaeological procedures, which would include, among other standard procedures, systematically inspecting the APE and taking detailed notes and photographs to document the current conditions.
9. Field record any artifacts, features, sites or structures greater than 45 years of age; this would include, among other processes, detailed note taking, plotting the location with a handheld GPS, taking photographs of specific items or, and making scaled drawings (as appropriate).
10. Complete standard site record forms (DPR 523) on any cultural resources that merit formal recordation under guidelines set forth by the California State Office of Historic Preservation.
11. Prepare a draft Historic Property Survey Report (HPSR), a draft Archaeological Survey Report (ASR), and a draft Historic Resources Evaluation Report (HRER) according to standard Caltrans format; these reports will document the methods and findings of the procedures outlined above, identify known and potential historic properties within or adjacent to the APE, discuss their integrity and possible historical significance under criteria of the California Environmental Quality Act and/or the National Register of Historic Places, incorporate comments and recommendations from the Tribes (if any), and recommend subsequent courses of actions regarding cultural resources, as necessary.
12. Review any comments, plan and organize responses to them, and prepare another set of draft reports that incorporates the comments and suggested changes/additions.
13. Review another round of comments from the same and/or different Caltrans personnel and plan and organize responses to comments and prepare the reports accordingly.

It is understood that the necessary APE map will be prepared by Moffatt & Nichol or some other subconsultant.

Additional services subsequent to the conclusion of the study, such as attendance and presentation at public hearings and written response to public comments, will be provided as needed. Additional funds may be needed if Caltrans makes additional revision requests that should have been included during the first review and/or that go beyond what would be reasonable.

Cost for the NEPA Cultural (Caltrans District 8) Study

CRM TECH will complete the tasks listed above for a cost of **\$10,740.00**.

The price assumes that Moffatt & Nichol, or some other entity, will prepare the necessary APE map for Caltrans approval (CRM TECH can provide guidance if necessary).

This price is based on the assumption that Caltrans will not require the study to include an Indirect APE. That is, the price is only for the cultural resource study of the Direct APE.

Additional services subsequent to the conclusion of the study, such as attendance at meetings and responding to an inordinate number of comments and revision requests, if necessary, will be billed at a flat hourly rate of \$140.00 per hour.

Paleontological Study

The Client requests that we also conduct a paleontological sensitivity assessment of the APE. It is assumed that Caltrans is not going to request this study but, rather that it be conducted to satisfy the City. To provide the requested information, CRM TECH will complete the following tasks:

1. Use the digitized project area boundary and produce maps of it and the vicinity on a geologic map for use during the paleontological research and field inspection, and for inclusion in the report.
2. Request a paleontological resources records search from the Western Science Center, Hemet.
3. Review pertinent paleontological literature and geological maps for information regarding geological formations and paleontological resources in the project area and vicinity.
4. Conduct a field survey of the project area following standard professional paleontological procedures; surface soils and current conditions, including any previous impacts will be noted and representative photographs will be taken during that time (*no charge if conducted at the same time as the archaeological survey*).
5. Prepare a report to document the methods and findings of Tasks 1-4, identifying any potential fossil-bearing soils (and paleontological resources) within the project area, assessing the possibility of impacting paleontological resources during project construction, and recommending subsequent courses of action for paleontological resource compliance for the project area.

Cost: Paleontological Resource Assessment

CRM TECH proposes to complete the paleontological study for a cost of **\$2,740.00**. The cost of the paleontological study proposed here, however, is valid only if CRM TECH conducts both the archaeological and paleontological studies for this property at the same time.

Total Cost: Both Technical Studies

This results in a combined cost for both the cultural resources study and the paleontological resources assessment of **\$13,480.00**.

Reimbursable Expenses

The prices quoted here include items such as mileage, copying and printing, Information Center charges, and administrative fees. No reimbursable expenses or indirect costs will be added to our invoices.

Payment Schedule

Progress billings will be made as work proceeds. The remaining balance will be due upon completion of the reports.

Project Schedule

Start date: Immediately upon authorization to proceed.
Completion date: To be determined in agreement with the Client.

Agreement

If the Client agrees to the terms and conditions of this proposal, this document can be incorporated into the Client's standard subconsultant agreement.

Submitted by:



Michael Hogan
CRM TECH



Leighton Consulting, Inc.

A Leighton Group Company

October 11, 2022

Proposal No. RC22-444

Moffatt & Nichol
4225 East Conant Street
Long Beach, CA 90808

Attention: Stephanie S. Oslick, AICP, ENV SP

**Subject: Proposal to Perform a Phase I Initial Site Assessment (ISA)/
Environmental Site Assessment (ESA)
Pennsylvania Avenue Grade Separation Project
Beaumont, California**

INTRODUCTION

Leighton Consulting, Inc. (Leighton) is pleased to submit this proposal to conduct a Phase I Initial Site Assessment (ISA) / Environmental Site Assessment (ESA) for the Pennsylvania Avenue Grade Separation Project in the City of Beaumont.

We understand that this site includes a 2,500 foot linear area within 200 feet of the Union Pacific Railroad Right of Way south of Interstate 10. We understand that there are no site access restrictions.

PROPOSED SCOPE OF PHASE I ISA/ESA

This proposed Phase I ISA/ESA will be performed in general accordance with current ASTM "*Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessments Process*" E 1527-13. In addition, our services will be provided in accordance with "Standards and Practices for All Appropriate Inquiries (AAI) 40CFR Part 312." Leighton will also utilize ASTM E 2600-10 Tier 1 screening as a guide to assess vapor encroachment. More specifically, the following tasks are included in our proposed scope of services:

Records Review

A search of selected government databases will be ordered from an environmental database provider. The report will meet government records search requirements of

E 1527-13 (Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process). The database listings will be reviewed within the specified minimum search distances established by E 1527-13 and AAI. The lists will include:

- **Federal:** NPL, CERCLIS, RCRA, IC/EC Registries, ERNS and
- **State and Tribal:** NPL-equivalent, CERCLIS-equivalent, landfill and/or solid waste disposal sites, leaking storage tank lists, registered storage tank lists, IC/EC control registries, voluntary cleanup sites, and brownfield sites.

We will review reasonably ascertainable historical sources of information that shows the subject site dating back to first developed use, or back to 1940, whichever is earlier. Reviewed resources may include one or more of the following: aerial photographs, fire insurance maps, property tax files, recorded land title records, USGS 15 and/or 7.5-minute USGS topographic maps, local street directories, building department records, zoning/land use records, and other historical sources. We will also review reasonably ascertainable available published local geologic literature to evaluate geologic setting and types of geologic formations beneath this site. Our review will include reasonably ascertainable published information for depths to groundwater, general quality of groundwater under the site, direction of ground water flow and water-bearing lithologies.

If provided to us by you or others, we will also review geotechnical and environmental reports for mention of environmental conditions at this site.

We will contact appropriate city, county, state and federal agencies who may have information regarding the occurrence of hazardous materials/waste at the site, including registered aboveground and underground storage tanks, landfills, contaminated sites, records of emergency release response reports, contaminated public wells. A street address for the subject property is typically required by the city and county agencies in order to review their file. Should it be found that files exist for the subject site, this proposal includes up to four hours for file reviews. If we find that extensive files exist for the subject site or files exist for adjacent properties, we may recommend that a review of agency files may be warranted as part of a supplemental task to this Phase I ISA/ESA for an additional fee.

If provided by the client or others (free of charge), we will review a 50-year Chain of Title document, for names of previous owners of the site and for mention of hazardous materials/waste at the site.

Site Reconnaissance

We will visit the site for an observational reconnaissance to look for exposed and visible indications of environmental conditions. Where safe access is available, we will view inside and outside of onsite structures. This includes observations of the current conditions of the onsite structures, roads, potable water supply, sewage disposal system, hazardous substances and petroleum products, aboveground and underground storage tanks or vent pipes, fill pipes or access ways indicating an underground storage tank, odors, pools of liquid, sumps, drums, polychlorinated biphenyls (PCBs) containing equipment, heating and/or cooling system, stains or corrosion, pits, ponds or lagoons, stained soil or pavement, stressed vegetation, solid waste, wastewater (including clarifiers), wells and dumping. The site reconnaissance will be conducted by a qualified environmental professional as defined in ASTM E 1527-13 and AAI.

Land use of immediately adjacent properties will be visually and/or physically observed and documented and conditions indicative of hazardous materials or potential hazardous materials concerns will be documented, to the extent possible. Current site conditions will be photographed.

Interviews

A reasonable attempt will be made to interview present and/or past owners, lessees, key site manager, occupant, and employees (if they have been identified by the client, and are available and cooperative) for additional information about past and present site usage. The name, addresses, and phone numbers of the current and past owners, and/or lessees, of the subject site needs to be provided by the client. A reasonable attempt will also be made to interview local government officials for information regarding hazardous waste disposal or other environmental issues that may exist at the site.

A Phase I ISA/ESA Owner/Site Contact Interview Form (attached) should be completed by the owner and occupant of this site and returned to us. Information provided on this form is an important part of the Phase I ISA/ESA.

We will interview selected adjacent tenants (if they are available during our site reconnaissance and cooperative) for additional information about past and present site usage.

Report Preparation

Up to three hard copies and one electronic copy of our report summarizing our findings, conclusions, and recommendations will be prepared and submitted to you. The report will state data gaps due to a lack of or inability to obtain information on the site despite Leighton's good faith efforts.

Scope Exclusions and Limitations

The proposed scope does **not** include the following:

- Subsurface exploration and/or testing of any kind,
- Air, water, soil, asbestos or lead-based paint or other media sampling or analyses,
- Investigation for radioactivity, radon or methane gas,
- Investigation for mold, mildew or other biohazards,
- Handling or disposal of hazardous materials,
- Consideration of possible future contamination of the site from adjacent or surrounding facilities or properties, and/or
- Responses to agency comments.

An environmental site assessment cannot wholly eliminate uncertainty regarding potential for recognized environmental conditions (RECs) in connection with a property. Performance of the Phase I ISA/ESA is intended to reduce, but not eliminate, uncertainty regarding the potential for RECs in connection with a property, and this practice recognizes reasonable limits of time and cost.

INFORMATION REQUIRED FROM CLIENT

The current ASTM E 1527-13 Phase I ISA/ESA standards and/or AAI require certain items to be provided by the client. Our fee is contingent upon the following:

- Title and/or judicial record documents must be reviewed by the client for environmental liens or activity and use limitations. Alternatively, Leighton can order an environmental lien search at an additional cost and turnaround time.
- Liens or activity and use limitations due to environmental conditions at the site must be declared to Leighton prior to Leighton conducting the site reconnaissance.

-
- Specialized environmental knowledge or environmental experience on the part of the client especially with regards to environmental conditions at the site must be declared to Leighton prior to Leighton conducting the site reconnaissance.
 - Commonly known or reasonably ascertainable information that the client may be aware of must be declared to Leighton prior to Leighton conducting the site reconnaissance.
 - Special price reductions from the fair market value of the property due to environmental conditions at the site must be declared to Leighton prior to Leighton conducting the site reconnaissance.

We also request you provide the following information, if available:

- **Owner Contact Information:** Name, address and phone number of the current and past owners, and/or lessees, for this site,
- **Owner/Tenant Interview Form:** A *Phase I ISA/ESA Owner/Site Contact Interview Form* completed by the following (if available and cooperative): property owner, property manager, property tenant and/or a person with knowledge of past use of the subject site,
- **User Questionnaire:** A *Phase I ISA/ESA User Questionnaire Form* completed by you (the “user” of the Phase I ISA/ESA),
- **Prior Reports:** Previous geotechnical or environmental reports for this site,
- **Title:** A 50-Year *Chain of Title* document for each parcel this site encompasses, and
- **Plans:** Reproducible or electronic copies of site development plan(s) and/or topographic map with property boundaries (needed prior to the start of our reconnaissance).

Please note that confidential or private reports or drawings of the site cannot be reviewed by us and described in our report, unless they are provided by you.

SCHEDULE

Leighton will provide written updates on potential issues if/when discovered. Assuming we have unhindered access to the site for our reconnaissance, and we receive information requested in the prior section in a timely manner, then our Phase I ISA/ESA report will be issued within 15 to 20 business days following our receipt of written authorization to proceed. It should be noted that some regulatory agencies require up to six weeks to respond to our request for information. Therefore, information received after

our report submittal, which materially changes our conclusions, will be presented to you in an addendum letter.

FEES AND TERMS

Proposed Fixed Fee

Leighton will conduct the described tasks for a fixed fee of **Seven Thousand Nine Hundred Dollars (\$7,900.00)**. If additional field or laboratory services are required, these supplemental services will be provided in accordance with Leighton's current Professional Fee Schedule. We understand that the scope and tasks for this project are not subject to either California or Federal prevailing wage laws.

Leighton will conduct a search for Environmental Liens and Activity Use and Limitations for the subject site as described in ASTM E 1527-13. According to the information provided, one parcel and one owner is associated with the subject site. If additional owners are found during the research of liens, or if the deed documentation has separate deed references (purchased at separate times) or if found to split, additional fees may be incurred that were not included as a part of this proposal.

Terms and Conditions

If our proposed scope, fee, terms and conditions are acceptable to you, please send us a contract for review and a notice to proceed.

CLOSURE

We look forward to working with you on this project. If you have questions regarding our proposal or information that would update our scope of work, please call us at your convenience at **866-LEIGHTON**, directly at the phone extension and/or e-mail address listed below.

Respectfully submitted,

LEIGHTON CONSULTING, INC.



Meredith Church, PG
Principal Geologist
Extension 4208, mchurch@leightongroup.com

MDC/lr

Attachments: Phase I ISA/ESA Owner/Site Contact Interview Form
Phase I ISA/ESA User Questionnaire Form

Distribution: (1) Addressee



Phase I ISA/ESA Owner/Site Contact Interview Form

Interviewee Name:

Title:

Address:

Phone:

Relationship to Property:

Name of Property Owner:

Address of Property Owner:

Site Name:

Property Address:

Previous Street Names/Numbers:

General Business Type/Present Property Use:

Property Utilization during Ownership:

Assessor Parcel #:

Grant Total Square Footage:

Total # of Buildings:

Date Built:

Name and Address of Past Owners (include dates of ownership):

Past Property Uses (include dates):

Source of Potable Water Supply (municipal/groundwater wells):

Sewage Disposal (municipal/septic) (provide name of utility):

Means of Heating/Cooling (gas, electric, heating oil, etc.):

Fuel Source for Heating/Air Conditioning (provide name of utility):

Neighboring Property Types (commercial/industrial/residential):

Current Uses of Adjoining Properties: North:

South:

East:

West:

ARE THERE NOW, OR HAVE THERE BEEN IN THE PAST, ANY OF THESE ITEMS ONSITE OR ON ADJACENT PROPERTIES:

ITEM	YES	NO	UNK	ADJACENT PROPERTY
• Hazardous Materials	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Hazardous Waste	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• MSDS Sheets	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Underground Storage Tanks (USTs)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Aboveground Storage Tanks (ASTs)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Vent Pipes, fill pipes, or access ways indicating a fill pipe to an underground storage area	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Odors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Drums	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Electrical or hydraulic equipment known to contain Polychlorinated Biphenyls (PCBs)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Stained soil or surfaces	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Drains	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Sumps	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Clarifier	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Pits, ponds, or lagoons	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Stressed vegetation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Areas for dumping solid waste (landfill)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Wastewater	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Wells (groundwater, oil, and/or gas)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Septic Systems	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Fill Material (if fill material is on site, please state source of fill)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

ADDITIONAL QUESTIONS:	YES	NO	UNK	REMARKS
Has the Site been used as any of the following: gas station, motor repair facility, commercial printing facility, metal plating, dry cleaners, photo developing laboratory, junkyard, or landfill, or as a waste treatment, storage, disposal, processing, or recycling facility? If so, state which type of facility.				
Are you aware of any Phase I or Phase II environmental site assessments, soil sampling reports, geotechnical or geologic reports, environmental compliance audit reports, environmental permits, registrations for USTs or ASTs, community right-to-know plans, environmental safety plans or reports regarding hazardous waste generation for the Site?				
Do you know of any notices or correspondence from any government agency relating to past or current violations of environmental laws with respect to the Site or relating to environmental liens encumbering the Site?				
Do you know of any pending, threatened, or past litigation or administrative proceedings relevant to hazardous substances or petroleum products in, on or from the Site?				
Do you know of any notices from any governmental entity regarding any possible violation of environmental laws or possible liability relating to hazardous substances or petroleum products?				
Do you know of any environmental concerns associated with the Site? If so please state in remarks column.				
Do you know of any environmental concerns associated with any adjacent or nearby properties? If so please state in remarks column.				

Additional Comments:

Preparer presents that to the best of the preparer's knowledge the above statements and facts are true and correct, and to the best of the preparer's actual knowledge no material facts have been suppressed or misstated.

Signature

Date



Phase I ISA/ESA Users Questionnaire

Project Name:

Complete and Correct Address(es) of the Property and APN(s):

User Company Name:	User Name/Title:
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User Phone/Email:

Interviewee Name and Relationship to Project:

Site Owner:

Reason Phase I is required:

Type of property:

Type of property transaction (e.g., Sale, purchase, exchange):

Any scope of services beyond the ASTM Practice E 1527:

All Parties that will rely on the Phase I report:

Name and Contact Information for Site Contact:

Any special terms or conditions:

Any other pertinent knowledge or experience with the property (e.g., prior reports, documents, correspondence concerning the environmental conditions of the property):

(1). Environmental cleanup liens that are filed or recorded against the site (40 CFR 312.25).

Did a search of recorded land title records (or judicial records where appropriate) identify any environmental liens filed or recorded against the property under federal, tribal, state or local law? Yes | No

If Yes, Describe:

(2). Activity and land use limitations (AULs) that are in place on the site or that have been filed or recorded in a registry (40 CFR 312.26).

Did a search of recorded land title records (or judicial records where appropriate) identify any AULs, such as engineering controls, land use restrictions or institutional controls that are in place at the property and/or have been filed or recorded against the property under federal, tribal, state or local law? Yes | No

If Yes, Describe:

(3). Specialized knowledge or experience of the person seeking to qualify for the Landowners Liability Protections (LLP) (40 CFR 312.28).

Do you have any specialized knowledge or experience related to the property or the property or nearby properties? For example, are you involved in the same line of business as the current or former occupants of the property or an adjoining property so that you would have specialized knowledge of the chemicals and processes used by this type of business? Yes | No

If Yes, Describe:

(4). Relationship of the purchase price to the fair market value of the property if it were not contaminated (40 DRF 312.29).

Does the purchase price being paid for this property reasonably reflect the fair market value of the property? Yes | No

If you conclude that there is a difference, have you considered whether the lower purchase price is because contamination is known or believed to be present at the property? Yes | No

If Yes, Describe:

(5). Commonly known or reasonable ascertainable information about the property (40 CFR 312.30).

Are you aware of commonly known or *reasonably ascertainable* information about the property that would help the *environmental professional* to identify conditions indicative of releases or threatened releases? For example, as user,

- (a.) Do you know the past uses of the property? Yes | No
- (b.) Do you know of specific chemicals that are present or once were present at the property? Yes | No
- (c.) Do you know of spills or other chemical releases that have taken place at the property? Yes | No
- (d.) Do you know of any environmental cleanups that have taken place at the property? Yes | No

If Yes, Describe:

(6). The degree of obviousness of the presence of likely presence of contamination at the property, and the ability to detect the contamination by appropriate investigation (40 CFR 312.31).

Based on your knowledge and experience related to the *property* are there any *obvious* indicators that point to the presence or likely presence of contamination at the *property*? Yes | No

If Yes, Describe:

Signature

Date Signed

Scope of Work

Pennsylvania Avenue Grade Separation Project
Noise Scope of Work

DATE: October 10, 2022

PREPARED FOR: Stephanie Oslick, West Coast Director of Environmental Services, Moffatt & Nichol

PREPARED BY: Michelle A. Jones, Principal Entech Consulting Group

Purpose and Objective

The City of Beaumont proposes to widen Pennsylvania Avenue in the central part of the city along the I-10 corridor from its existing two-lane configuration to four lanes, to accommodate projected growth and current congestion. The portion of Pennsylvania Avenue to be widened is a 2,700-foot-long segment (0.51 miles) from Mile Post 562.64 to 563.50. In addition, there will also be an approximate 2,500-foot shoofly that will be constructed within the Union Pacific Right of Way. The project is required to undergo NEPA/Categorical Exclusion documentation. Therefore, a Noise Study Report (NSR) is required that meets Caltrans requirements, as Caltrans is the Lead Agency for the project. The NSR will summarize the noise analysis results following updated established protocols and guidelines outlined in the Caltrans Local Assistance Procedures Manual, the Caltrans Noise Protocol (April 2020), and the Caltrans TeNS Manual (September 2013).

Scope of Work

Task 1: Project Coordination Caltrans District 8 Noise Staff

Entech Consulting Group will work with Moffatt Nichol to obtain concurrence from Caltrans District 8 Oversight staff, the City of Beaumont on model inputs, assumptions, applicable regulatory requirements to evaluate noise impacts, and methodology used for the noise analysis. A noise workplan will be developed to communicate the parameters of the noise study for agency approval. Changes that occur after the approval of the noise study workplan and/or increase the scope of work outlined in this proposal will be considered out of scope and additional budget will be requested to cover changes.

Task 2: Conduct On-Site Monitoring of Sensitive Receptors

A reconnaissance of the area project area will be conducted to determine existing land use activities, developed lands, and undeveloped lands for which development is planned, designed, and programmed, which may be affected by noise from the project. A listing of sensitive receptors and associated noise measurement sites will be provided. The selection of sensitive receptors and noise measurement sites will follow the Caltrans TeNS document's guidance. A review of land development projects in the area will be conducted to determine if these areas have been approved and whether noise abatement will need to be considered as part of this project. One (1) long-term measurement and up to three (3) short-term measurements will be taken to characterize the existing environment and to assist with model calibration.

Task 3: Predictive Noise Modeling

Noise modeling will be conducted to predict current, future no-build, and one (1) build alternative noise levels using the appropriate noise predictive model TNM 2.5. Prediction is based on inputs

such as projected traffic volume (average daily traffic), traffic mix (percentage of truck traffic), topography, and distance of the project from the receptors. The design year's peak hour noise for the proposed project will be modeled at selected noise-sensitive receptors based on forecast traffic volumes. Modeling must be adequate to accurately predict the noise levels at each of the receptors, assess the number of properties within 500 feet of the project that are impacted or will be impacted, and determine the increase in traffic noise. Predicted noise impacts for the future build alternatives will be compared to the future no-build alternative to determine if a noise impact will occur. If a noise impact occurs, noise abatement will be considered.

Task 4: Noise Abatement Evaluation

In accordance with FHWA and Caltrans requirements, noise abatement measures will be considered at locations along the alignment where traffic noise impacts are predicted, if necessary. If traffic noise impacts are predicted at the sensitive receptors, noise abatement measures must be evaluated at these locations. Noise abatement is only considered where frequent human use occurs, and a lowered noise level would be of benefit. A feasible and reasonable analysis will be performed at sensitive receptor locations where a traffic noise impact was predicted. Noise abatement will be evaluated at impacted sensitive receptor locations by varying wall heights until a 5dBA reduction in the future noise level is achieved. Other considerations such as topography, access requirements, other noise sources, and safety considerations will be included as part of the feasible review. Those sensitive receptors that are determined to be feasible will undergo a reasonableness review. During the reasonableness review, the Caltrans design goal of 7 dB will be used to if a recommended barrier can meet at least a 7 dB or noise reduction at one or more of the benefited receptors and meet the requirements of a cost-benefit analysis.

Task 5: Development of the NSR

Entech will prepare a NSR based on the Caltrans annotated outline dated April 2015. The NSR shall be prepared in accordance with Caltrans and FHWA requirements to support the CEQA/NEPA environmental documentation. The NSR shall consider impacts to frequent outdoor use areas, as defined by FHWA.

A Draft Technical Noise report would be developed and circulated to the project team internally electronically for review and comment. The comments from the project team would be incorporated and incorporated into a Draft NSR and would be developed and circulated to Caltrans and the City of Beaumont. It is assumed that Caltrans will review the technical noise report for a completeness review within 5 days of submittal. After the completeness review, Caltrans and the City of Beaumont will provide comments to the project team. Comments received from Caltrans and the City of Beaumont will be reviewed and incorporated and a final version of the NSR will be developed and circulated for Caltrans approval.

Assumptions

Moffatt & Nichol will provide traffic data and design files for the project alternatives.

Moffatt & Nichol will provide mapping of land use zoning info for affected parcels.

Moffatt & Nichol will develop report figures that meet Caltrans mapping requirements for the NSR report.

Moffatt & Nichol will provide MicroStation overlay files using Entech's TNM coordinates to delineate receiver locations, roadway information and other modeling input data (see example).

This scope is limited to one internal team review and **one round** of response to comments from Caltrans District 8 and the City of Beaumont.

Budget

Staff Name	Staff Noise Analyst	Noise Analyst	Principal	Total
Hourly Billing Rate	\$92.38	\$150.00	\$200.19	
Task 1: Coordination with Caltrans District 8 Noise Staff-Workplan Development	0	0	12	\$2,402.28
Task 2: Conduct On-Site Monitoring of Sensitive Receptors	24	0	0	\$2,217.12
Task 3: Predictive Noise Modeling	0	24	0	\$3,600.00
Task 4: Noise abatement evaluation	0	8	0	\$1,200.00
Task 5: Development of the Draft and Final NSR response to comments	0	0	30	\$6,005.70
Subtotal Costs	24	32	42	\$15,425.10
Other Direct Costs				
Sound Level Meter Rental		\$750/meter	2	\$1,500
Travel-mileage				\$100
Total Costs				\$17,025.10

Example Mapping

