

**AGENDA  
SPECIAL MEETING  
CITY OF BANNING  
BANNING, CALIFORNIA**

June 28, 2016  
5:30 p.m.

Banning Civic Center  
Council Chambers  
99 E. Ramsey St.

**I. CALL TO ORDER**

- Roll Call – Councilmembers Franklin, Miller, Moyer, Peterson, Mayor Welch

**II. PUBLIC COMMENTS – *On Items Not on the Agenda***

*A five-minute limitation shall apply to each member of the public who wishes to address the Mayor and Council on a matter not on the agenda. No member of the public shall be permitted to “share” his/her five minutes with any other member of the public. (Usually, any items received under this heading are referred to staff or future study, research, completion and/or future Council Action.) (See last page. PLEASE STATE YOUR NAME AND ADDRESS FOR THE RECORD.*

**III. REPORTS OF OFFICERS**

1. Adopt Resolution No. 2016-29, Authorizing the Expenditure of \$2,350,000 for Required Sungard/Naviline System Modifications and the Purchase of Smart Meters and Lock Rings Related to the Smart Grid Project ..... 1  
(Staff Report – Fred Mason, Electric Utility Director)

Recommendations: **That the City Council 1) adopt Resolution No. 2016-29, Approving the expenditure of funds from the Electric Improvement Fund in the amount of \$2,350,000 for required Sungard/Naviline System modifications, and the purchase of Smart Meters and lock rings related to the Smart Grid Project; 2) Authorizing the City Manager to execute the agreement between the City and Sungard for the required system modifications; and 3) Authorizing the Administrative Services Director to make the necessary budget adjustments, appropriations, and transfers related to the project and to approve change orders for the Sungard/Naviline System modifications within the applicable 10% contingency.**

*The City of Banning promotes and supports a high quality of life that ensures a safe and friendly environment, fosters new opportunities and provides responsive, fair treatment to all and is the pride of its citizens.*

2. Adopt Resolution No. 2016-41, Engine 20 Cost Sharing Agreement . . . . . 39  
(Staff Report – Tim Chavez, Battalion Chief)

Recommendation: **That the City Council: 1) adopt Resolution No. 2016-41, approving the contract for continued split funding of Fire Engine 20 as listed in the Banning Strategic Plan; and 2) Authorizing the City Manager to sign the Cooperative Agreement between the City of Banning, the City of Beaumont and the County of Riverside to share the cost of a fire engine Company.**

3. Sole Source Purchase from Stratus Technologies, Inc. for an upgraded Status ftServer with installation . . . . . 61  
(Staff Report – Alex Diaz, Police Chief)

Recommendation: **Review and approve the Police Department’s request to upgrade its current Stratus 2400 ftServer with a new Stratus 2800 ftServer, with installation, from Stratus Technologies, Inc., as a sole source provider, with funding through the Joint Powers Agreement (JPA) for the Riverside County Mid-County C.L.E.T.S./M.S.S. System in the amount of \$27,699.00.**

4. Contract approval between the Banning Unified School District and the City of Banning for assignment of a School Resource Officer (SRO) at Banning High School and Nicolet Middle School for Fiscal Year 2016-2017 . . . . . 67  
(Staff Report – Alex Diaz, Chief of Police)

Recommendation: **The City Council authorizes the City Manager to sign the contract between the Banning Unified School District and the City of Banning, which will provide a School Resource Officers (SRO) at Banning High School and Nicolet Middle School during the 2016-2017 school year.**

5. Adopt Resolution No. 2016-52, Approving the Second Amendment to the Professional Services Agreement with Hinderliter de Llamas & Associates (HdL) for Economic Development Consulting Services In the amount of \$35,000 . . . . . 69  
(Staff Report – Brian Guillot, Community Development Director)

Recommendation: **Adopt Resolution No. 2016-52, approving the Second Amendment to the Professional Services Agreement with Hinderliter de Llamas & Associates in the amount not to exceed \$35,000 for additional Economic Development Consulting services and amendment to the Schedule of Performance.**

## **X. ADJOURNMENT**

*Pursuant to amended Government Code Section 54957.5(b) staff reports and other public records related to open session agenda items are available at City Hall, 99 E. Ramsey St., at the office of the City Clerk during regular business hours, Monday through Friday, 8 a.m. to 5 p.m.*



**NOTICE:** Any member of the public may address this meeting of the Mayor and Council on any item appearing on the agenda by approaching the microphone in the Council Chambers and asking to be recognized, either before the item about which the member desires to speak is called, or at any time during consideration of the item. A five-minute limitation shall apply to each member of the public, unless such time is extended by the Mayor. No member of the public shall be permitted to “share” his/her five minutes with any other member of the public.

Any member of the public may address this meeting of the Mayor and Council on any item which does not appear on the agenda, but is of interest to the general public and is an item upon which the Mayor and Council may act. A five-minute limitation shall apply to each member of the public, unless such time is extended by the Mayor. No member of the public shall be permitted to “share” his/her five minutes with any other member of the public. The Mayor and Council will in most instances refer items of discussion which do not appear on the agenda to staff for appropriate action or direct that the item be placed on a future agenda of the Mayor and Council. However, no other action shall be taken, nor discussion held by the Mayor and Council on any item which does not appear on the agenda, unless the action is otherwise authorized in accordance with the provisions of subdivision (b) of Section 54954.2 of the Government Code.

**In compliance with the Americans with Disabilities Act**, if you need special assistance to participate in this meeting, please contact the City Clerk's Office (951) 922-3102. **Notification 48 hours prior to the meeting** will enable the City to make reasonable arrangements to ensure accessibility to this meeting. [28 CFR 35.02-35.104 ADA Title II]



## **CITY OF BANNING CITY COUNCIL REPORT**

**TO:** CITY COUNCIL

**FROM:** Michael Rock, City Manager

**PREPARED BY:** Fred Mason, Electric Utility Director

**MEETING DATE:** June 28, 2016

**SUBJECT:** Adopt Resolution No. 2016-29, "Authorizing the Expenditure of \$2,350,000 for Required Sungard/Naviline System Modifications and the Purchase of Smart Meters and Lock Rings Related to the Smart Grid Project"

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### **RECOMMENDATION:**

Adopt City Council Resolution No. 2016-29:

1. Approving the expenditure of funds from the Electric Improvement Fund in the amount of \$2,350,000 for required Sungard/Naviline System modifications, and the purchase of Smart Meters and lock rings related to the Smart Grid Project.
2. Authorizing the City Manager to execute the agreement between the City and Sungard for the required system modifications.
3. Authorizing the Administrative Services Director to make the necessary budget adjustments, appropriations, and transfers related to the project and to approve change orders for the Sungard/Naviline System modifications within the applicable 10% contingency.

### **JUSTIFICATION:**

Approval of this resolution would support the City of Banning Electric Utility ("Utility") in preparing for the timely implementation of the Smart Grid Project, which will significantly improve the level of customer service the Utility provides to its customers, as well as overall system reliability.

## **BACKGROUND:**

The electric utility industry has been going through an evolution regarding metering technology over the past 10 years. All of the State's investor owned utilities ("IOU") and many of the publicly owned utilities ("POU") have replaced their old mechanical meters with new state-of-the-art Advanced Metering Infrastructure ("AMI"), commonly referred to as "Smart Meters". When fully implemented, AMI provides utilities the ability to obtain real-time usage information; quickly detect, and locate, outages and energy theft and/or tampering; allows for remote turn-on and turn-off of electric services; and provides for the implementation of a variety of rate structures to more effectively accommodate Distributed Generation ("DG") such as rooftop solar, as well as charging electric vehicles under a Time-of-Use ("TOU") rate.

The Utility has issued a Request for Proposal ("RFP") for the replacement of all residential and small commercial electric meters with new Smart Meters. The results of that RFP will be presented to the City Council at a future meeting for consideration and approval. However, the Utility needs to proceed with the procurement of specific materials and services, prior to that meeting, in order to facilitate the timely implementation of the Smart Grid Project.

The Utility's current Customer Information System ("CIS") is the Sungard/Naviline System. In order to provide the ability to automatically complete the meter exchanges in the CIS, instead of manually keying in all of the data for each of the 12,765 accounts (which would greatly increase the chance of errors and take many months to complete), Sungard must develop a program that will electronically upload the data associated with each meter exchange into the City's CIS. The process to develop the new interface and then test it out, will take several months. Therefore, staff is requesting authorization to proceed with this aspect of the Smart Grid Project, to ensure that it is ready at the start of the citywide Smart Meter rollout. Quotes from Sungard for all the tasks required to complete this job are included herewith as Exhibit "A" for a total of \$24,760. Staff is requesting a 10% contingency to cover additional unanticipated minor system modifications that may arise during the course of the project.

As noted above, the Utility has issued an RFP for the installation of Smart Meters on all residential and small commercial accounts. However, the Utility will be procuring all of the required meters separately and providing them to the vendor who is awarded the contract to install the meters. Although there are a total of approximately 12,765 electric meters throughout the City, in order to ensure a smooth, uninterrupted transition for our 300 large commercial customers and 200 Solar Net Energy Metering ("NEM") customers, the Utility will be completing those meter installations with Utility personnel, with the remaining 12,265 meters being installed by the outside contractor.

In addition to the Smart Meter installations, the Utility is upgrading the meter lock ring that is used to secure the meters at the same time. Prior lock rings used by the Utility utilized keys that were easily obtained by customers looking to circumvent the meter

and steal electricity. The proposed lock ring would have a barrel lock that is keyed specifically for the Banning Utility, which would greatly reduce the ability of customers to tamper with the Utility's meter. These new lock rings have a two month lead time, therefore staff is requesting authorization to order them now, to ensure they are available when the Smart Grid Project is commenced.

Staff solicited quotes for both the Smart Meters, as well as the lock rings. The detailed quote information is included herewith as Exhibit "B". We received three price quotes for the lock rings, which are summarized below:

<u>Lock Ring</u>	<u>Quote</u>
1. Inner-Tite Corporation	\$12.16 ea
2. Anixter Power Solutions	\$12.80 ea
3. One Source	\$16.50 ea

However, we only received two quotes for Smart Meters, and after further research it was determined that there is one company (McAvoy & Markham Engineering and Sales Company) that is the primary distributor for these meters, and other vendors typically won't bid, because they can't compete. Therefore staff obtained pricing information for a number of electric utilities throughout the region to determine what price they had paid for Smart Meters, to ensure that the prices we were being quoted were competitive. A summary of that information is included in the table shown below, and a more detailed table is included herewith as Exhibit "C".

Utility	Unit cost by Meter Form				
	FM1S with Service Switch	FM2S CL200 with Service Switch	FM2S CL320	FM12S Network with Service Switch	Polyphase Meter Forms
Anza Electric Cooperative	N/A	\$149.95	N/A	N/A	N/A
City of Colton	\$164.95	\$148.95	\$132.17	\$204.00	N/A
Bear Valley Electric Service	\$159.00	\$149.00	\$128.00	N/A	\$342.00
Imperial Irrigation District	\$144.65	\$112.50	\$121.00	\$161.15	\$397.18
City of Ranch Cucamonga	N/A	\$156.00	\$132.00	\$204.00	\$439.00
<b>City of Banning</b>	<b>\$143.75</b>	<b>\$129.80</b>	<b>\$120.75</b>	<b>\$186.00</b>	<b>\$398.49</b>

The five Smart Meters shown in the table above represent the different meters required to provide electric service to the various customer classes (residential, small commercial, large commercial, etc.) It is clear that the quote Banning received from McAvoy & Markham is extremely competitive with what other utilities have been paying for Smart Meters.

After review of all information provided, the Utility is recommending McAvoy & Markham Engineering and Sales Company as the lowest responsive bidder for the Smart Meters, and Inner-Title Corporation as the lowest responsive bidder for the lock rings.

**FISCAL IMPACT:**

Funds in the amount of \$2,350,000 have been allocated in the FY 2016-17 budget in account 673-7000-473.95-31 for the purchase of the Smart Meters, lock rings, and the Sungard/Naviline System modifications.

**OPTIONS:**

1. Adopt Resolution 2016-29 approving the expenditure of funds from the Electric Improvement Fund in the amount of \$2,350,000 for required Sungard/Naviline System modifications, and the purchase of Smart Meters and lock rings related to the Smart Grid Project.
2. Do not adopt Resolution 2016-29, which may result in delays to, or possible cancellation of, the Smart Grid Project.

**ATTACHMENTS**

**Exhibit A: Sungard/Naviline Quotes for Utility Billing System Modifications**

**Exhibit B: Detailed Quotes for Smart Meters and Lock Rings**

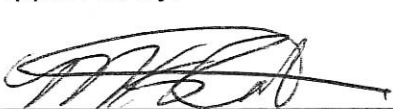
**Exhibit C: Meter Cost Comparison**

Prepared and Reviewed by:



Fred Mason  
Electric Utility Director

Approved by:



Michael Rock  
City Manager

Reviewed by:



Rochelle Clayton  
Administrative Services Director/  
Deputy City Manager

## **RESOLUTION NO. 2016-29**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, AUTHORIZING THE EXPENDITURE OF \$2,350,000 FOR REQUIRED SUNGARD/NAVILINE SYSTEM MODIFICATIONS AND THE PURCHASE OF SMART METERS AND LOCK RINGS RELATED TO THE SMART GRID PROJECT**

**WHEREAS**, the City of Banning owns and operates its Municipal Electric Utility; and

**WHEREAS**, it is essential that the City of Banning continues to maintain and upgrade electric utility facilities within the city limits; and

**WHEREAS**, City of Banning Electric Utility has embarked on a Citywide Smart Grid project to be completed in phases over several years; and

**WHEREAS**, the first phase includes the replacement of all electric meters throughout the City with Smart Meters and enhanced lock rings, and the necessary modifications to the Sungard/Naviline Utility Billing System; and

**WHEREAS**, staff solicited quotes for said Smart Meters, lock rings, and system modifications, attached herewith as Exhibits A, B, and C; and

**WHEREAS**, McAvoy & Markham Engineering and Sales Company is the lowest responsive bidder for the Smart Meters, and Inner-Title Corporation is the lowest responsive bidder for the lock rings; and

**WHEREAS**, funds in the amount of \$2,350,000 have been allocated in the FY 2016-17 budget for the purchase of the Smart Meters, lock rings, and the Sungard/Naviline System modifications;

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

SECTION 1. Adopt Resolution No. 2016-29, approving the expenditure of funds from the Electric Improvement Fund in the amount of \$2,350,000 for required Sungard/Naviline System modifications, and the purchase of Smart Meters and lock rings related to the Smart Grid Project.

SECTION 2. Authorizing the City Manager to execute the agreement between the City and Sungard for the required system modifications.

SECTION 3. Authorizing the Administrative Services Director to make the necessary budget adjustments, appropriations, and transfers related to the project and to approve change orders for the Sungard/Naviline System modifications within the applicable 10% contingency.



**PASSED, ADOPTED AND APPROVED** this 28<sup>th</sup> day of June 2016.

\_\_\_\_\_  
Arthur L. Welch, Mayor  
City of Banning

**ATTEST:**

\_\_\_\_\_  
Marie A. Calderon, City Clerk

**APPROVED AS TO FORM  
AND LEGAL CONTENT:**

\_\_\_\_\_  
Anthony R. Taylor, City Attorney  
Aleshire and Wynder, LLP

## **Exhibit “A”**

**Quote Prepared By:**

Jakea Simons  
1000 Business Center Drive  
Lake Mary, FL 32746  
Phone:  
Email: jakea.simons@sungardps.com

**Quote Prepared For:**

Eric Brown  
City of Banning  
  
Banning, CA 92220  
(951) 922-3133

Quote ID: IQ-00019588 Date: 04/18/2016 Valid Until: 07/18/2016

**Professional Services**

Product Code	Product Name	Proj Mgmt	Install/Tech	Training	Impl Svcs	Consulting	Development	Total Services
PS-QD	Development	-	-	-	-	-	4,800.00	4,800.00
PS-PM	Project Management	160.00	-	-	-	-	-	160.00
	<b>Totals:</b>	<b>\$160.00</b>	-	-	-	-	<b>\$4,800.00</b>	<b>\$4,960.00</b>

**Product & Services**

<b>Professional Services:</b>	\$4,960.00
<b>Subtotal:</b>	\$4,960.00

**Product & Services Totals**

<b>Total:</b>	\$4,960.00
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**Comments:**

**REQUEST DESCRIPTION**

Client wishes to upload monthly readings for TOU meters, which have more than 3 registers. Currently our programs have a limitation of downloading up to 3 registers.

Enhance the SunGard base API program to handle an unlimited amount of registers, and modify client's existing Itron MV-RS download program UT325U to retrieve all of the meter's register information via the API program, and place into the download file.

**NOTES:**

- Client agrees to test this modification within 30 days of delivery. Failure to test within 30 days may require an additional quote.
- Client is responsible for the creation and maintenance of a Test environment when the mod requires file updates or 3rd party interfaces. This is to ensure that an agreeable outcome is reached before impeding their daily business activities or their live data. Failure to test the modification in a Test environment may require an additional quote for any additional services.
- Quote assumes that the client is running Extranet or SSH. If the client's system is not running Extranet/SSH or is only accessible through SecureLink,

an additional quote may be required. Voorhees ASP clients are excluded from any additional SecureLink cost.

- Client is responsible for providing Extranet or SSH access to any and all environments that modifications may need to be loaded to. Client is also responsible for providing TELNET access to any Test environment(s).
- This work will be based on the current version (9.1x) and may require that the client load this version as part of the SCR.
- Any additional work, not included in the scope of this agreement, may require an additional quote.
- NaviLine Project Management (PM) Prof-Scvs: Qty: 1 hr. \$160

Services will not be scheduled until a signed quote has been received.

FDI #: 1 004 001

TOTAL COST: \$4,960.00

**Payment terms as follows, unless otherwise notated below for Special Payment Terms by Product:**

License, Project Planning, Project Management, Consulting, Technical Services, Conversion, Third Party Product Software and Hardware Fees are due upon execution of this Quote. Training fees and Travel & Living expenses are due as incurred monthly. Installation is due upon completion. Custom Modifications, System Change Requests or SOW's for customization, and Third Party Product Implementation Services fees are due 50% on execution of this Quote and 50% due upon invoice, upon completion. Unless otherwise provided, other Professional Services are due monthly, as such services are delivered. Additional services, if requested, will be invoiced at then-current rates. Any shipping charges shown are estimated only and actual shipping charges will be due upon invoice, upon delivery.

**Annual Subscription Fee(s):** Initial annual subscription fees are due 100% on the Execution Date. The initial annual subscription term for any subscription product(s) listed above shall commence on the Execution Date of this Agreement and extend for a period of one (1) year. Thereafter, the subscription terms shall automatically renew for successive one (1) year terms, unless either party gives the other party written notice of non-renewal at least sixty (60) days prior to expiration of the then-current term. The then-current fee will be specified by SunGard Public Sector in an annual invoice to Customer thirty (30) days prior to the expiration of then-current annual period.

**SunGard Public Sector Application Annual Support:** Customer is committed to the initial term of Maintenance and Support Services for which the support fee is included in the License fee(s) and begins upon execution of this Quote and extends for a twelve (12) month period. Subsequent terms of support will be for twelve (12) month periods, commencing at the end of the prior support period. Support fees shown are for the second term of support for which SunGard Public Sector is committed and which shall be due prior to the start of that term. Fees for subsequent terms of support will be due prior to the start of each term at the then-prevailing rate. Subsequent terms will renew automatically until such time SunGard Public Sector receives written notice from the Customer thirty (30) days prior to the expiration of the then current term. Notification of non-renewal is required prior to the start of the renewal term. Customer will be invoiced, and payment is due, upon renewal.

**Third Party Product Annual Support Fees:** The support fee for the initial annual period is included in the applicable Third Party Product License fees(s) unless otherwise stated. Subsequent terms invoiced by SunGard Public Sector will renew automatically at then-prevailing rates until such time SunGard Public Sector receives written notice of non-renewal from the Customer ninety (90) days in advance of the expiration of the then-current term. Notification of non-renewal is required prior to the start of the renewal term. Customer will be invoiced, and payment is due, upon renewal. As applicable for certain Third Party Products that are invoiced directly by the third party to Customer, payment terms for any renewal term(s) of support shall be as provided by the third party to Customer.

**Additional Terms:**

This Quote constitutes an Amendment to the Software License & Services Agreement and the Maintenance/Support Agreement (together, the "Contract and Agreement") by and between the parties hereto. The product and pricing information detailed above comprises the "Exhibit 1" schedule or "Supplement" attached to this Amendment. Except as otherwise provided herein, all terms and conditions of the Contract and Agreement shall remain in full force and effect.

Any interfaces listed above are interfaces only. Customer shall be responsible for obtaining the applicable software, hardware and system software from the appropriate third party vendor.

The Component Systems identified above are "Licensed Programs" or "Licensed Systems" licensed by SunGard Public Sector and are provided in and may be used in machine-readable object code form only.

Applicable taxes are not included, and, if applicable, will be added to the amount in the payment of invoice(s) being sent separately. Travel and living expenses are in addition to the prices quoted above and shall be governed by the SunGard Public Sector Corporate Travel and Expense Reimbursement Policy.

The date of delivery is the date on which SunGard Public Sector delivers, F.O.B. SunGard Public Sector's place of shipment, the Component Systems to Customer.

The SunGard Public Sector application software warranty shall be for a period of one (1) year after delivery. There is no Testing and Acceptance period on the Licensed System(s) herein.

Preprinted conditions and all other terms not included in this Quote or in the Contract and Agreement, stated on any purchase order or other document submitted hereafter by Customer are of no force or effect, and the terms and conditions of the Contract and Agreement and any amendments thereto shall control unless expressly accepted in writing by SunGard Public Sector to Customer.

Third party hardware/software maintenance and/or warranty will be provided by the third party hardware and software manufacturer(s). SunGard Public Sector makes no representations as to expected performance, suitability, or the satisfaction of Customer's requirements with respect to the hardware or other third party products specified in this Quote. The return and refund policy of each individual third party hardware/software supplier shall apply.

This Agreement is based on the current licensing policies of each third party software manufacturer as well as all hardware manufacturers. In the event that a manufacturer changes any of these respective policies or prices, SunGard Public Sector reserves the right to adjust this proposal to reflect those changes.

Should Customer terminate this agreement per any "Term of Contract" Section of the Contract and Agreement, as may be applicable for certain customers, Customer agrees to pay, immediately upon termination, the remaining balance for all hardware, software, and services delivered prior to the termination date together with travel reimbursements, if any, related to the foregoing. Notwithstanding any language in the Contract and Agreement to the contrary, the purchase of support services is NOT necessary for the continuation of Customer's License.

Pricing for professional services provided under this quote is a good faith estimate based on the information available to SunGard Public Sector at the time of execution of this Quote. The total amount that Customer will pay for these services will vary based on the actual number of hours of services required to complete the services. If required, additional services will be provided on a time and materials basis at hourly rates equal to SunGard Public Sector's then-current rates for the services at issue.

For training and on-site project management sessions which are cancelled at the request of Customer within fourteen (14) days of the scheduled start date, Customer is responsible for entire price of the training or on-site project management plus incurred expenses.

City of Banning

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

SunGard Public Sector

**Quote Prepared By:**

Jakea Simons  
1000 Business Center Drive  
Lake Mary, FL 32746  
Phone: jakea.simons@sungardps.com  
Email: Fax:

**Quote Prepared For:**

Stacy Baval  
City of Banning  
P.O. Box 998  
Banning, CA 92220  
(951) 922-3109

<b>Quote</b>	<b>Date</b>	<b>Valid Until</b>
Q-00019393	04/05/2016	07/05/2016

**Professional Services**

Product Code	Product Name	Proj Mgmt	Install/Tech	Training	Impl Svcs	Consulting	Development	Total Services
PS-CD	Development	-	-	-	-	-	15,000.00	15,000.00
<b>Totals:</b>		-	-	-	-	-	<b>\$15,000.00</b>	<b>\$15,000.00</b>
<b>Product &amp; Services</b>								
<b>Professional Services:</b>							\$15,000.00	\$15,000.00
<b>Subtotal:</b>							\$15,000.00	\$15,000.00
<b>Total:</b>							\$15,000.00	\$15,000.00

**Comments:**

**REQUEST DESCRIPTION**

Client is changing out electric meter equipment and adding radio units to their installed meter population.

SunGard will provide a data extraction for the exchange vendor that can be run on-demand by cycle/route or as a full dump download. This extraction will contain Residential rate class accounts only, as commercial meters will be handled separately by City personnel.

SunGard will provide an upload module that will process vendor exchange data into CIS to create OUT and SET readings, put old meter back into warehouse, automatically create the new meter in inventory, and assign the new meter to the location. Radio serial numbers, and optionally, truncation codes and/or GIS latitude/longitude will also be assigned to the new meter. For import into a meter reading system, we store latitude/longitude linked to the meter in meter inventory, set up as "Associated Devices", and your new AMI system will harvest the coordinates from there. Acceptance and exception reports will be provided, as well as assistance in utilizing those reports to resolve warnings and errors.

If new meter reading system can only process the new AMI meters, then Banning should request additional custom programming from SunGard to "split" a route up into separate download files and process "split" upload files. This will allow the City to collect readings for a single route from two separate reading systems and marry the information together in CIS so as to complete a route for billing.



Any changes may require an additional SCR.

This work will be based on the current version and may require that the client load this version as part of the SCR.

NOTE: Planned Environment: 9.1\_ = Version, User Interface: \_ = NavLine and/or \_ = Select/Green \_ = GUI

Request will be: \_ = One Time Process, \_X\_ = Custom Modification, \_ = Base Feature

If Custom Modification then the estimated future cost for retrofitting this work is: \$100 per object

FDI #: 1 005 240

TOTAL COST: \$15,000.00

**Payment terms as follows, unless otherwise notated below for Special Payment Terms by Product:**

License, Project Planning, Project Management, Consulting, Technical Services, Conversion, Third Party Product Software and Hardware Fees are due upon execution of this Quote. Training fees and Travel & Living expenses are due as incurred monthly. Installation is due upon completion. Custom Modifications, System Change Requests or SOW's for customization, and Third Party Product Implementation Services fees are due 50% on execution of this Quote and 50% due upon invoice, upon completion. Unless otherwise provided, other Professional Services are due monthly, as such services are delivered. Additional services, if requested, will be invoiced at then-current rates. Any shipping charges shown are estimated only and actual shipping charges will be due upon invoice, upon delivery.

Annual Subscription Fee(s): Initial annual subscription fees are due 100% on the Execution Date. The initial annual subscription term for any subscription product(s) listed above shall commence on the Execution Date of this Agreement and extend for a period of one (1) year. Thereafter, the subscription terms shall automatically renew for successive one (1) year terms, unless either party gives the other party written notice of non-renewal at least sixty (60) days prior to expiration of the then-current term. The then-current fee will be specified by SunGard Public Sector in an annual invoice to Customer thirty (30) days prior to the expiration of then-current annual period.

SunGard Public Sector Application Annual Support: Customer is committed to the initial term of Maintenance and Support Services for which the support fee is included in the License fee(s) and begins upon execution of this Quote and extends for a twelve (12) month period. Subsequent terms of support will be for twelve (12) month periods, commencing at the end of the prior support period. Support fees shown are for the second term of support for which SunGard Public Sector is committed and which shall be due prior to the start of that term. Fees for subsequent terms of support will be due prior to the start of each term at the then-prevailing rate. Subsequent terms will renew automatically until such time SunGard Public Sector receives written notice from the Customer thirty (30) days prior to the expiration of the then current term. Notification of non-renewal is required prior to the start of the renewal term. Customer will be invoiced, and payment is due, upon renewal.

Third Party Product Annual Support Fees: The support fee for the initial annual period is included in the applicable Third Party Product License fees(s) unless otherwise stated. Subsequent terms invoiced by SunGard Public Sector will renew automatically at then-prevailing rates until such time SunGard Public Sector receives written notice of non-renewal from the Customer ninety (90) days in advance of the expiration of the then-current term. Notification of non-renewal is required prior to the start of the renewal term. Customer will be invoiced, and payment is due, upon renewal. As applicable for certain Third Party Products that are invoiced directly by the third party to Customer, payment terms for any renewal term(s) of support shall be as provided by the third party to Customer.

**Additional Terms:**

This Quote constitutes an Amendment to the Software License & Services Agreement and the Maintenance/Support Agreement (together, the "Contract and Agreement") by and between the parties hereto. The product and pricing information detailed above comprises the "Exhibit 1" schedule or "Supplement" attached to this Amendment. Except as otherwise provided herein, all terms and conditions of the Contract and Agreement shall remain in full force and effect.

Any interfaces listed above are interfaces only. Customer shall be responsible for obtaining the applicable software, hardware and system software from the appropriate third party vendor.

The Component Systems identified above are "Licensed Programs" or "Licensed Systems" licensed by SunGard Public Sector and are provided in and may be used in machine-readable object code form only.

Applicable taxes are not included, and, if applicable, will be added to the amount in the payment of invoice(s) being sent separately. Travel and living expenses are in addition to the prices quoted above and shall be governed by the SunGard Public Sector Corporate Travel and Expense Reimbursement Policy.

The date of delivery is the date on which SunGard Public Sector delivers, F.O.B. SunGard Public Sector's place of shipment, the Component Systems to Customer.

The SunGard Public Sector application software warranty shall be for a period of one (1) year after delivery. There is no Testing and Acceptance period on the Licensed System(s) herein.

Preprinted conditions and all other terms not included in this Quote or in the Contract and Agreement, stated on any purchase order or other document submitted hereafter by Customer are of no force or effect, and the terms and conditions of the Contract and Agreement and any amendments thereto shall control unless expressly accepted in writing by SunGard Public Sector to Customer.

Third party hardware/software maintenance and/or warranty will be provided by the third party hardware and software manufacturer(s). SunGard Public Sector makes no representations as to expected performance, suitability, or the satisfaction of Customer's requirements with respect to the hardware or other third party products specified in this Quote. The return and refund policy of each individual third party hardware/software supplier shall apply.

This Agreement is based on the current licensing policies of each third party software manufacturer as well as all hardware manufacturers. In the event that a manufacturer changes any of these respective policies or prices, SunGard Public Sector reserves the right to adjust this proposal to reflect those changes.

Should Customer terminate this agreement per any "Term of Contract" Section of the Contract and Agreement, as may be applicable for certain customers, Customer agrees to pay, immediately upon termination, the remaining balance for all hardware, software, and services delivered prior to the termination date together with travel reimbursements, if any, related to the foregoing. Notwithstanding any language in the Contract and Agreement to the contrary, the purchase of support services is NOT necessary for the continuation of Customer's License.

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For training and on-site project management sessions which are cancelled at the request of Customer within fourteen (14) days of the scheduled start date, Customer is responsible for entire price of the training or on-site project management plus incurred expenses.

City of Banning

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

SunGard Public Sector

**Quote Prepared By:**

Jakea Simons  
1000 Business Center Drive  
Lake Mary, FL 32746  
Phone:  
Email: jakea.simons@sungardps.com

**Quote Prepared For:**

Stacy Baval  
City of Banning  
P.O. Box 998  
Banning, CA 92220  
(951) 922-3109

Quote Q-00019437 Date 04/07/2016 Valid Until 07/07/2016

**Professional Services**

Product Code	Product Name	Proj Mgmt	Install/Tech	Training	Impl Svcs	Consulting	Development	Total Services
PS-CD	Development	-	-	-	-	-	2,400.00	2,400.00
<b>Totals:</b>		-	-	-	-	-	<b>\$2,400.00</b>	<b>\$2,400.00</b>
<b>Product &amp; Services</b>								
<b>Professional Services:</b>							\$2,400.00	\$2,400.00
<b>Subtotal:</b>							\$2,400.00	\$2,400.00
<b>Total:</b>							\$2,400.00	\$2,400.00

**Comments:**

**REQUEST DESCRIPTION**

Create standalone module that will be used to import files from meter supplier that contain the meter number and meter test results. This information will be used to update CIS meter test results files.

**NOTES:**

- Client agrees to test this modification within 30 days of delivery. Failure to test within 30 days may require an additional quote.
- Client is responsible for the creation and maintenance of a Test environment when the mod requires file updates or 3rd party interfaces. This is to ensure that an agreeable outcome is reached before impeding their daily business activities or their live data. Failure to test the modification in a Test environment may require an additional quote for any additional services.
- Quote assumes that the client is running Extranet or SSH. If the client's system is not running Extranet/SSH or is only accessible through SecureLink, an additional quote may be required. Voorhees ASP clients are excluded from any additional SecureLink cost.
- Client is responsible for providing Extranet or SSH access to any and all environments that modifications may need to be loaded to. Client is also responsible for providing TELNET access to any Test environment(s).
- This work will be based on the current version (9.1x) and may require that the client load this version as part of the SCR.
- Any additional work, not included in the scope of this agreement, may require an additional quote.

• Services will not be scheduled until a signed quote has been received. Based on current backlog, work signed today is expected to start: this will be included in current meter exchange project.

FDI #: 1 005 302

TOTAL COST: \$2,400.00

**Payment terms as follows, unless otherwise notated below for Special Payment Terms by Product:**

License, Project Planning, Project Management, Consulting, Technical Services, Conversion, Third Party Product Software and Hardware Fees are due upon execution of this Quote. Training fees and Travel & Living expenses are due as incurred monthly. Installation is due upon completion. Custom Modifications, System Change Requests or SOWs for customization, and Third Party Product Implementation Services fees are due 50% on execution of this Quote and 50% due upon invoice, upon completion. Unless otherwise provided, other Professional Services are due monthly, as such services are delivered. Additional services, if requested, will be invoiced at then-current rates. Any shipping charges shown are estimated only and actual shipping charges will be due upon invoice, upon delivery.

Annual Subscription Fee(s): Initial annual subscription fees are due 100% on the Execution Date. The initial annual subscription term for any subscription product(s) listed above shall commence on the Execution Date of this Agreement and extend for a period of one (1) year. Thereafter, the subscription terms shall automatically renew for successive one (1) year terms, unless either party gives the other party written notice of non-renewal at least sixty (60) days prior to expiration of the then-current term. The then-current fee will be specified by SunGard Public Sector in an annual invoice to Customer thirty (30) days prior to the expiration of then-current annual period.

SunGard Public Sector Application Annual Support: Customer is committed to the initial term of Maintenance and Support Services for which the support fee is included in the License fee(s) and begins upon execution of this Quote and extends for a twelve (12) month period. Subsequent terms of support will be for twelve (12) month periods, commencing at the end of the prior support period. Support fees shown are for the second term of support for which SunGard Public Sector is committed and which shall be due prior to the start of that term. Fees for subsequent terms of support will be due prior to the start of each term at the then-prevailing rate. Subsequent terms will renew automatically until such time SunGard Public Sector receives written notice from the Customer thirty (30) days prior to the expiration of the then current term. Notification of non-renewal is required prior to the start of the renewal term. Customer will be invoiced, and payment is due, upon renewal.

Third Party Product Annual Support Fees: The support fee for the initial annual period is included in the applicable Third Party Product License fees(s) unless otherwise stated. Subsequent terms invoiced by SunGard Public Sector will renew automatically at then-prevailing rates until such time SunGard Public Sector receives written notice of non-renewal from the Customer ninety (90) days in advance of the expiration of the then-current term. Notification of non-renewal is required prior to the start of the renewal term. Customer will be invoiced, and payment is due, upon renewal. As applicable for certain Third Party Products that are invoiced directly by the third party to Customer, payment terms for any renewal term(s) of support shall be as provided by the third party to Customer.

**Additional Terms:**

This Quote constitutes an Amendment to the Software License & Services Agreement and the Maintenance/Support Agreement (together, the "Contract and Agreement") by and between the parties hereto. The product and pricing information detailed above comprises the "Exhibit 1" schedule or "Supplement" attached to this Amendment. Except as otherwise provided herein, all terms and conditions of the Contract and Agreement shall remain in full force and effect.

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The Component Systems identified above are "Licensed Programs" or "Licensed Systems" licensed by SunGard Public Sector and are provided in and may be used in machine-readable object code form only.

Applicable taxes are not included, and, if applicable, will be added to the amount in the payment of invoice(s) being sent separately. Travel and living expenses are in addition to the prices quoted above and shall be governed by the SunGard Public Sector Corporate Travel and Expense Reimbursement Policy.

The date of delivery is the date on which SunGard Public Sector delivers, F.O.B. SunGard Public Sector's place of shipment, the Component Systems to Customer.



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Third party hardware/software maintenance and/or warranty will be provided by the third party hardware and software manufacturer(s). SunGard Public Sector makes no representations as to expected performance, suitability, or the satisfaction of Customer's requirements with respect to the hardware or other third party products specified in this Quote. The return and refund policy of each individual third party hardware/software supplier shall apply.

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For training and on-site project management sessions which are cancelled at the request of Customer within fourteen (14) days of the scheduled start date, Customer is responsible for entire price of the training or on-site project management plus incurred expenses.

City of Banning

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

SunGard Public Sector

Page 3 of 3

**Quote Prepared By:**

Jakea Simons  
1000 Business Center Drive  
Lake Mary, FL 32746  
Phone:  
Email: jakea.simons@sungardps.com

Fax:

**Quote Prepared For:**

Stacy Baval  
City of Banning  
P.O. Box 998  
Banning, CA 92220  
(951) 922-3109

Quote Q-00019436 Date 04/07/2016 Valid Until 07/07/2016

**Professional Services**

**Services**

Product Code	Product Name	Proj Mgmt	Install/Tech	Training	Impl Svcs	Consulting	Development	Total Services
PS-CD	Development	-	-	-	-	-	2,400.00	2,400.00
<b>Totals:</b>		-	-	-	-	-	<b>\$2,400.00</b>	<b>\$2,400.00</b>

**Product & Services**

<b>Professional Services:</b>	\$2,400.00
<b>Subtotal:</b>	\$2,400.00
<b>Total:</b>	\$2,400.00

**Comments:**

**REQUEST DESCRIPTION**

Client already received price quote for mass meter change out. This quote is to add WF work order creation to the meter exchange upload program to handle failed exchange attempts.

**NOTES:**

- Client agrees to test this modification within 30 days of delivery. Failure to test within 30 days may require an additional quote.
- Client is responsible for the creation and maintenance of a Test environment when the mod requires file updates or 3rd party interfaces. This is to ensure that an agreeable outcome is reached before impeding their daily business activities or their live data. Failure to test the modification in a Test environment may require an additional quote for any additional services.
- Quote assumes that the client is running Extranet or SSH. If the client's system is not running Extranet/SSH or is only accessible through SecureLink, an additional quote may be required. Voorhees ASP clients are excluded from any additional SecureLink cost.
- Client is responsible for providing Extranet or SSH access to any and all environments that modifications may need to be loaded to. Client is also responsible for providing TELNET access to any Test environment(s).
- This work will be based on the current version (9.1x) and may require that the client load this version as part of the SCR.
- Any additional work, not included in the scope of this agreement, may require an additional quote.



- Services will not be scheduled until a signed quote has been received. Based on current backlog, work signed today is expected to start: this will be included in current meter exchange project.

FDI #: 1 005 301

TOTAL COST: \$2,400.00

**Payment terms as follows, unless otherwise notated below for Special Payment Terms by Product:**

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City of Banning

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

SunGard Public Sector

Page 3 of 3

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INTENTIONALLY***

TO CHRIS LINDSAY-SMITH  
COMPANY MC AVOY & MARKHAM  
PHONE 949 727 3966 cell 949 981 0852  
FAX 949-727-3910

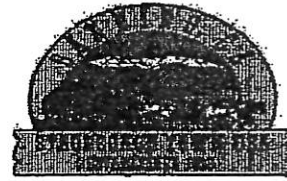


CARL MORRIS  
ph 951-922-3186  
fax 951-849-1550

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>PRICE</u>
1	CENTRON OPEN-WAY 2S METER PV, #D32-0517 CL 200	300	\$ 129.80
2	CENTRON OPEN-WAY, 2S METER COMM., #D32-0531 CL 200	400	\$ 129.80
3	CENTRON OPEN-WAY 16S METER, #D32-0524 CL 200	1000	\$ 398.49

04/28/2016  
PLEASE QUOTE AS SOON AS POSSIBLE  
THANK YOU

TO CHRIS LINDSAY-SMITH  
COMPANY MC AVOY & MARKHAM  
PHONE 949 727 3966 cell 949 981 0852  
FAX 949-727-3910



CARL MORRIS  
ph 951-922-3186  
fax 951-849-1550

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>PRICE</u>
1	CENTRON OPEN-WAY 1S METER, #D32-0518	25	\$ 143.75
2	CENTRON OPEN-WAY 2S METER, #D32-0515	11000	\$ 129.80
3	CENTRON OPEN-WAY 2S METER, #D32-0519	10	\$ 120.75
4	CENTRON OPEN-WAY 12S NETWORK METER, #D32-0520	30	\$ 186.00
5	STAINLESS-STEEL SMART RING METER LOCK RING, SHORT LENGTH CARBON STEEL AGBAY, INNER-TITE #VXXX-P45119-0940-PL LEVEL 1 SECURITY KEYED	11500	No quote
6	STAINLESS-STEEL SMART RING METER LOCK RING, SHORT LENGTH CARBON STEEL AGBAY, INNER-TITE #VXXX-P45119-0940-PL LEVEL 2 SECURITY KEYED	2000	No quote

04/25/2016  
PLEASE QUOTE AS SOON AS POSSIBLE  
THANK YOU

TO JUAN ZUNIGA  
COMPANY ANIXTER POWER SOLUTIONS, LLC.  
PHONE 562-801-4577  
FAX 951-737-3261



CARL MORRIS  
ph 951-922-3186  
fax 951-849-1550

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>PRICE</u>
1	CENTRON OPEN-WAY 2S METER PV, #D32-0517	300	NO QUOTE
2	CENTRON OPEN-WAY, 2S METER COMM., #D32-0531	400	NO QUOTE
3	CENTRON OPEN-WAY 16S METER, #D32-0524	1000	NO QUOTE

ITRON BIDDING DIRECT

04/28/2016  
PLEASE QUOTE AS SOON AS POSSIBLE  
THANK YOU



TO JUAN ZUNIGA  
 COMPANY ANIXTER POWER SOLUTIONS, LLC.  
 PHONE 562-801-4577  
 FAX 951-737-3261



CARL MORRIS  
 ph 951-922-3186  
 fax 951-849-1550

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>PRICE</u>
1	CENTRON OPEN-WAY 1S METER, #D32-0518	25	ITRON BIDDING DIRECT
2	CENTRON OPEN-WAY 2S METER, #D32-0515	11000	ITRON BIDDING DIRECT
3	CENTRON OPEN-WAY 2S METER, #D32-0519	10	ITRON BIDDING DIRECT
4	CENTRON OPEN-WAY 12S NETWORK METER, #D32-0520	30	ITRON BIDDING DIRECT
5	STAINLESS-STEEL SMART RING METER LOCK RING, SHORT LENGTH CARBON STEEL AGBAY, INNER-TITE #VXX-P45119-0940-PL* LEVEL 1 SECURITY KEYED	11500	\$12.80 EA., 6-8 WEEKS ARO
6	STAINLESS-STEEL SMART RING METER LOCK RING, SHORT LENGTH CARBON STEEL AGBAY, INNER-TITE #VXXX-P45119-0940-PL* LEVEL 2 SECURITY KEYED	2000	\$13.74 EA., 6-8 WEEKS ARO

\* The "XXX" in the part number will be replaced with exclusive  
 three digit customer combinations to represent the appropriate  
 level of Agbay lock being ordered upon receipt of a purchase order.

FREIGHT INCLUDED

NON-CANCELLABLE, NON-RETURNABLE

04/25/2016  
 PLEASE QUOTE AS SOON AS POSSIBLE  
 THANK YOU

TIME RECEIVED  
April 28, 2016 11:29:27 AM PDT

REMOTE CSID  
FF240-IP

DURATION  
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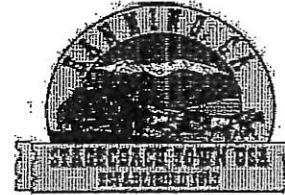
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1

STATUS  
Received

City Yard 951-849-1550

(01/01) 04/28/2016 11:28:53 AM

TO ZACH PATTERSON  
COMPANY ONE SOURCE  
PHONE 760-806-5163  
FAX 760-901-4414



CARL MORRIS  
ph 951-922-3186  
fax 951-849-1550

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>PRICE</u>
1	CENTRON OPEN-WAY 2S METER PV, #D32-0517	300	\$135.00
2	CENTRON OPEN-WAY, 2S METER COMM., #D32-0531	400	\$135.00
3	CENTRON OPEN-WAY 16S METER, #D32-0524	1000	\$415.00

Lead Time 5-7weeks

04/28/2016  
PLEASE QUOTE AS SOON AS POSSIBLE  
THANK YOU

TIME RECEIVED  
April 25, 2016 9:12:38 AM PDT

REMOTE CSID  
FF240-IP

DURATION  
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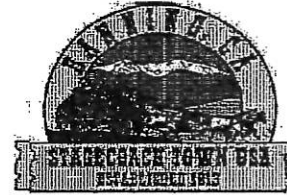
PAGES  
1

STATUS  
Received

City Yard 951-849-1550

(01/01) 04/25/2016 09:11:58 AM

TO ZACH PATTERSON  
COMPANY ONE SOURCE  
PHONE 760-806-5163  
FAX 760-901-4414



CARL MORRIS  
ph 951-922-3186  
fax 951-849-1550

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>PRICE</u>
1	CENTRON OPEN-WAY 1S METER, #D32-0518	25	\$148.00
2	CENTRON OPEN-WAY 2S METER, #D32-0515	11000	\$135.40
3	CENTRON OPEN-WAY 2S METER, #D32-0519	10	\$125.00
4	CENTRON OPEN-WAY 12S NETWORK METER, #D32-0520	30	\$184.00
5	STAINLESS-STEEL SMART RING METER LOCK RING, SHORT LENGTH CARBON STEEL AGBAY, INNER-TITE #VXX-P45119-0940-PL LEVEL 1 SECURITY KEYED	11500	\$16.50 6-8wks
6	STAINLESS-STEEL SMART RING METER LOCL RING, SHORT LENGTH CARBON STEEL AGBAY, INNER-TITE #VXXX-P45119-0940-PL LEVEL 2 SECURITY KEYED	2000	\$17.50 6-8wks

04/25/2016  
PLEASE QUOTE AS SOON AS POSSIBLE  
THANK YOU

April 12, 2016

By email: rddiaz@ci.banning.ca.us

Mr. Richard Diaz  
Electric Meter/Substation Technician  
CITY OF BANNING  
176 East Lincoln Street  
P.O. Box 998  
Banning, CA 92220-0998

Subject: Revised Quotation

Dear Mr. Diaz,

At the request of Mr. Jack Killoran, Inner-Tite West Coast Territory District Sales Manager, Inner-Tite Corp. is pleased to quote pricing and Terms and Conditions of Sale for the following:

VXXX-P45119-0940-PL\*

Stainless Steel Smart Ring with Permanent Sealing Tab  
Preloaded with Short Length Carbon Steel Agbay Preload  
Barrel Lock with Anti-Rotation Ears and Internal Weather  
Seal.

Packaged: 50 pcs/carton

Price: 1-999 pieces.....\$ 13.64 each

1,000-4,999 pieces.....\$ 12.92 each —

5,000-9,999 pieces.....\$ 12.64 each

10,000+ pieces.....\$ 12.16 each —

NUMBER OF LOCK RINGS

LEVEL 1 11500

LEVEL 2 2000

KEYS

VXXX-45119\*

Short Length Carbon Steel Agbay Barrel Lock with Anti-  
Rotation Ears and Internal Weather Seal.

Packaged: 50 pcs/carton

Price: 1-999 pieces.....\$ 6.72 each

1,000-9,999 pieces.....\$ 6.24 each

LEVEL 1

LEVEL 2 10

VXXX-45129\*

Standard Length Carbon Steel Agbay Barrel Lock with  
Anti-Rotation Ears and Internal Weather Seal.

Packaged: 50 pcs/carton

Price: 1-999 pieces.....\$ 6.80 each

1,000-9,999 pieces.....\$ 6.32 each

VXXX-41088\*

Anti-Rotation Agbay Barrel Lock Key

Packaged: N/A

Price:

Any quantity.....\$ 37.60 each

VXXX-42088\*

One Hand Anti-Rotation Agbay Barrel Lock Key with  
Keychain Adapter.

Packaged: N/A

Price:

Any quantity.....\$ 92.80 each

\*The "XXX" in the part number will be replaced with an exclusive three digit customer combination upon receipt of a purchase order for Agbay Barrel Locks and Keys.

Utility	Unit Cost by Meter Form				Polyphase Meter Forms	Comments
	FM1S with Service Switch	CL200 with Service Switch	FM2S CL320	FM12S Network with Service Switch		
Anza Electric Cooperative	N/A	\$149.95	N/A	N/A	N/A	Anza is using these meters for service limiting and slow pay customers. 120 ea meters installed
City of Colton	\$164.95	\$148.95	\$132.17	\$204.00	N/A	Use mostly for slow pay and solar customers. Approximately 3000 installed. Mostly FM2S CL200
Bear Valley Electric Service	\$159.00	\$149.00	\$128.00	N/A	\$342.00	BVES has about 1000 Bridge meters installed. Most are residential (FM2S CL200)
Imperial Irrigation District	\$144.65	\$112.50	\$121.00	\$161.15	\$397.18	IID has long-term partnership with Itron and has installed approximately 45,000 Bridge meters. They have strategy to replace all 150,000 meters.
City of Rancho Cucamonga	N/A	\$156.00	\$132.00	\$204.00	\$439.00	Planning to start installing Bridge meters in FY16/17. Working on meter reading software and integration with CIS now. Utility has a total of about 500 meters
City of Banning	\$143.75	\$129.80	\$120.75	\$186.00	\$398.49	

#### Notes

- 1) CIS = Customer Information System (i.e. billing system)
- 2) Bear Valley Electric Service was a beta test customer and participated extensively in testing MVRS file translation utility. They were extended a discounted price on the polyphase meters to thank them for the help.
- 3) Aside from Imperial Irrigation District, the other utilities (including Banning) received Itron Security Manager (ISM) as part of promotional bundle. ISM has a value of \$5,000 plus \$2,500 for installation, configuration, and training.
- 4) McAvoy & Markham is an Itron qualified installer of Field Collection System (FCS). This is the meter reading system required to collect data from Bridge electric meters. Installation and configuration is valued at \$16,500 if Itron Services did the work. It is being done at no charge to City of Banning.

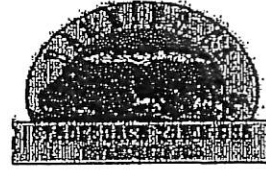
McAvoy & Markham Engineering and Sales Co.  
16 Technology Dr #113  
Irvine, CA 92618

05/31/2016

## **Exhibit “B”**



TO CHRIS LINDSAY-SMITH  
COMPANY MC AVOY & MARKHAM  
PHONE 949 727 3966 cell 949 981 0852  
FAX 949-727-3910

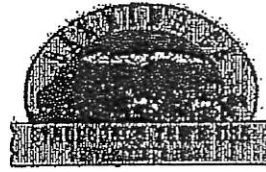


CARL MORRIS  
ph 951-922-3186  
fax 951-849-1550

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>PRICE</u>
1	CENTRON OPEN-WAY 2S METER PV, #D32-0517 CL 200	300	\$ 129.80
2	CENTRON OPEN-WAY, 2S METER COMM., #D32-0531 CL 200	400	\$129.80
3	CENTRON OPEN-WAY 16S METER, #D32-0524 CL 200	1000	\$398.49

04/28/2016  
PLEASE QUOTE AS SOON AS POSSIBLE  
THANK YOU

TO CHRIS LINDSAY-SMITH  
COMPANY MC AVOY & MARKHAM  
PHONE 949 727 3965 cell 949 981 0852  
FAX 949-727-3910



CARL MORRIS  
ph 951-922-3186  
fax 951-849-1550

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>PRICE</u>
1	CENTRON OPEN-WAY 1S METER, #D32-0518	25	\$ 143.75
2	CENTRON OPEN-WAY 2S METER, #D32-0515	11000	\$ 129.80
3	CENTRON OPEN-WAY 2S METER, #D32-0519	10	\$ 120.75
4	CENTRON OPEN-WAY 12S NETWORK METER, #D32-0520	30	\$ 186.00
5	STAINLESS-STEEL SMART RING METER LOCK RING, SHORT LENGTH CARBON STEEL AGBAY, INNER-TITE #VXX-P45119-0940-PL LEVEL 1 SECURITY KEYED	11500	No quote
6	STAINLESS-STEEL SMART RING METER LOCK RING, SHORT LENGTH CARBON STEEL AGBAY, INNER-TITE #VXX-P45119-0940-PL LEVEL 2 SECURITY KEYED	2000	No quote

04/25/2016  
PLEASE QUOTE AS SOON AS POSSIBLE  
THANK YOU

TO JUAN ZUNIGA  
COMPANY ANIXTER POWER SOLUTIONS, LLC.  
PHONE 562-801-4577  
FAX 951-737-3261



CARL MORRIS  
ph 951-922-3186  
fax 951-849-1550

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>PRICE</u>
1	CENTRON OPEN-WAY 2S METER PV, #D32-0517	300	NO QUOTE
2	CENTRON OPEN-WAY, 2S METER COMM., #D32-0531	400	NO QUOTE
3	CENTRON OPEN-WAY 16S METER, #D32-0524	1000	NO QUOTE

ITRON BIDDING DIRECT

04/28/2016  
PLEASE QUOTE AS SOON AS POSSIBLE  
THANK YOU

TO JUAN ZUNIGA  
 COMPANY ANIXTER POWER SOLUTIONS, LLC.  
 PHONE 562-801-4577  
 FAX 951-797-3261



CARL MORRIS  
 ph 951-922-3186  
 fax 951-849-1550

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>PRICE</u>
1	CENTRON OPEN-WAY 1S METER, #D32-0518	25	ITRON BIDDING DIRECT
2	CENTRON OPEN-WAY 2S METER, #D32-0515	11000	ITRON BIDDING DIRECT
3	CENTRON OPEN-WAY 2S METER, #D32-0519	10	ITRON BIDDING DIRECT
4	CENTRON OPEN-WAY 12S NETWORK METER, #D32-0520	30	ITRON BIDDING DIRECT
5	STAINLESS-STEEL SMART RING METER LOCK RING, SHORT LENGTH CARBON STEEL AGBAY, INNER-TITE #VXX-P45119-0940-PL* LEVEL 1 SECURITY KEYED	11500	\$12.80 EA., 6-8 WEEKS ARO
6	STAINLESS-STEEL SMART RING METER LOCK RING, SHORT LENGTH CARBON STEEL AGBAY, INNER-TITE #VXX-P45119-0940-PL* LEVEL 2 SECURITY KEYED	2000	\$13.74 EA., 6-8 WEEKS ARO

\* The "XXX" in the part number will be replaced with exclusive  
 three digit customer combinations to represent the appropriate  
 level of Agbay lock being ordered upon receipt of a purchase order.

FREIGHT INCLUDED

NON-CANCELLABLE, NON-RETURNABLE

04/25/2016  
 PLEASE QUOTE AS SOON AS POSSIBLE  
 THANK YOU

\*\* INBOUND NOTIFICATION : FAX RECEIVED SUCCESSFULLY \*\*

TIME RECEIVED  
April 28, 2016 11:29:27 AM PDT

REMOTE CSID  
FF240-IP

DURATION  
51

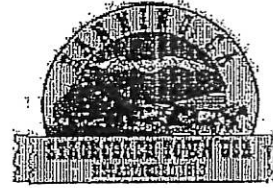
PAGES  
1

STATUS  
Received

City Yard 951-849-1550

(01/01) 04/28/2016 11:28:53 AM

TO ZACH PATTERSON  
COMPANY ONE SOURCE  
PHONE 760-806-5163  
FAX 760-901-4414



CARL MORRIS  
ph 951-922-3186  
fax 951-849-1550

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>PRICE</u>
1	CENTRON OPEN-WAY 2S METER PV, #D32-0517	300	\$135.00
2	CENTRON OPEN-WAY, 2S METER COMM., #D32-0531	400	\$135.00
3	CENTRON OPEN-WAY 16S METER, #D32-0524	1000	\$415.00

Lead Time 5-7weeks

04/28/2016  
PLEASE QUOTE AS SOON AS POSSIBLE  
THANK YOU

\*\* INBOUND NOTIFICATION : FAX RECEIVED SUCCESSFULLY \*\*

TIME RECEIVED  
April 25, 2016 9:12:38 AM PDT

REMOTE CSID  
FF240-IP

DURATION  
59

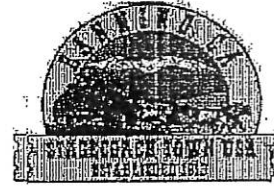
PAGES  
1

STATUS  
Received

City Yard 951-849-1550

(01/01) 04/25/2016 09:11:58 AM

TO ZACH PATTERSON  
COMPANY ONE SOURCE  
PHONE 760-806-5163  
FAX 760-901-4414



CARL MORRIS  
ph 951-922-3186  
fax 951-849-1550

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>PRICE</u>
1	CENTRON OPEN-WAY 1S METER, #D32-0518	25	\$148.00
2	CENTRON OPEN-WAY 2S METER, #D32-0515	11000	\$135.40
3	CENTRON OPEN-WAY 2S METER, #D32-0519	10	\$125.00
4	CENTRON OPEN-WAY 12S NETWORK METER, #D32-0520	30	\$184.00
5	STAINLESS-STEEL SMART RING METER LOCK RING, SHORT LENGTH CARBON STEEL AGBAY, INNER-TITE #VXX-P45119-0940-PL LEVEL 1 SECURITY KEYED	11500	\$16.50 6-8wks
6	STAINLESS-STEEL SMART RING METER LOCK RING, SHORT LENGTH CARBON STEEL AGBAY, INNER-TITE #VXXX-P45119-0940-PL LEVEL 2 SECURITY KEYED	2000	\$17.50 6-8wks

04/25/2016  
PLEASE QUOTE AS SOON AS POSSIBLE  
THANK YOU



April 12, 2016

By email: rddiaz@ci.banning.ca.us

Mr. Richard Diaz  
 Electric Meter/Substation Technician  
 CITY OF BANNING  
 176 East Lincoln Street  
 P.O. Box 998  
 Banning, CA 92220-0998

Subject: Revised Quotation

Dear Mr. Diaz,

At the request of Mr. Jack Killoran, Inner-Tite West Coast Territory District Sales Manager, Inner-Tite Corp. is pleased to quote pricing and Terms and Conditions of Sale for the following:

VXXX-P45119-0940-PL\*

Stainless Steel Smart Ring with Permanent Sealing Tab  
 Preloaded with Short Length Carbon Steel Agbay Preload  
 Barrel Lock with Anti-Rotation Ears and Internal Weather  
 Seal.

Packaged: 50 pcs/carton

Price: 1-999 pieces.....\$ 13.64 each  
 1,000-4,999 pieces.....\$ 12.92 each —  
 5,000-9,999 pieces.....\$ 12.64 each  
 10,000+ pieces.....\$ 12.16 each —

NUMBER OF LOCK RINGS

LEVEL 1 11500

LEVEL 2 2000

KEYS

VXXX-45119\*

Short Length Carbon Steel Agbay Barrel Lock with Anti-  
 Rotation Ears and Internal Weather Seal.

Packaged: 50 pcs/carton

Price: 1-999 pieces.....\$ 6.72 each  
 1,000-9,999 pieces.....\$ 6.24 each

LEVEL 1

LEVEL 2 10

VXXX-45129\*

Standard Length Carbon Steel Agbay Barrel Lock with  
 Anti-Rotation Ears and Internal Weather Seal.

Packaged: 50 pcs/carton

Price: 1-999 pieces.....\$ 6.80 each  
 1,000-9,999 pieces.....\$ 6.32 each

VXXX-41088\*

Anti-Rotation Agbay Barrel Lock Key

Packaged: N/A

Price:  
 Any quantity.....\$ 37.60 each

VXXX-42088\*

One Hand Anti-Rotation Agbay Barrel Lock Key with  
 Keychain Adapter.

Packaged: N/A

Price:  
 Any quantity.....\$ 92.80 each

\*The "XXX" in the part number will be replaced with an exclusive three digit customer combination upon receipt of a purchase order for Agbay Barrel Locks and Keys.

Serving Utilities Since 1932

## **Exhibit “C”**

Utility	Unit Cost by Meter Form				Polyphase Meter Forms	Comments
	FM1S with Service Switch	CL200 with Service Switch	FM2S CL320	FM12S Network with Service Switch		
Anza Electric Cooperative	N/A	\$149.95	N/A	N/A	N/A	Anza is using these meters for service limiting and slow pay customers. 120 ea meters installed
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- 2) Bear Valley Electric Service was a beta test customer and participated extensively in testing MVRS file translation utility. They were extended a discounted price on the polyphase meters to thank them for the help.
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McAvoy & Markham Engineering and Sales Co.  
16 Technology Dr #113  
Irvine, CA 92618

05/31/2016



## **CITY OF BANNING CITY COUNCIL REPORT**

**TO:** CITY COUNCIL

**FROM:** Michael Rock, City Manager

**PREPARED BY:** Tim Chavez, Fire Services Battalion Chief

**MEETING DATE:** June 28, 2016

**SUBJECT:** Adoption of Resolution 2016-41, Engine 20 Cost Sharing Agreement

---

### **RECOMMENDATION:**

1. The City Council adopt Resolution No. 2016-41, A Resolution of the City Council of the City of Banning, approving the contract for continued split funding of Fire Engine 20 as listed in the Banning Strategic Plan.
2. The City Council authorizing the City manager to sign the Cooperative Agreement between the City of Banning, the City of Beaumont and the County of Riverside to share the cost of a fire engine company.

### **JUSTIFICATION:**

The City of Banning with approval of this contract will keep its current level of service to all citizens within the city of Banning, and also continue to provide service to Beaumont and the County areas within its response area. This agreement is time sensitive.

### **BACKGROUND:**

The City of Beaumont and Riverside County Fire both have agreed to contribute funds to help maintain the current level of service (3 person staffing with 1 being a paramedic) for FY 16-17. This is a two year agreement.

### **OPTIONS:**

1. Approve agreement, service level continues the same
2. Cancel agreement, response times to areas on the west side of Banning will increase significantly.

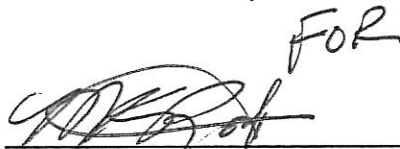
**FISCAL IMPACT:**

The City of Beaumont and Riverside County Fire have agreed to fund 1/3 each of the total cost of E20. The City of Banning's cost of the three party agreement is estimated in EXHIBIT A1-i to be \$525,121, and EXHIBIT A1-ii to be \$552,615.

**ATTACHMENTS:**

1. Resolution No. 2016-41
2. Engine 20 agreement text
3. Engine 20 "Exhibit A" listing individual costs
4. Engine 20 cost comparison of previous years


Recommended by:

  
\_\_\_\_\_  
Tim Chavez  
Fire Battalion Chief, CAL FIRE

Reviewed by:

  
\_\_\_\_\_  
Rochelle Clayton  
Deputy City Manager/  
Administrative Services Director

Approved by:

  
\_\_\_\_\_  
Michael Rock  
City Manager

# ***ATTACHMENT 1***



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**RESOLUTION NO. 2016-41**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING TO ENTER INTO A COOPERATIVE AGREEMENT TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, RESCUE AND MEDICAL EMERGENCY SERVICES FOR THE CITY OF BANNING.**

**WHEREAS**, the City of Banning has an agreement to contract for fire protection services with the County of Riverside; and

**WHEREAS**, the cost for the second Banning Engine Company is agreed to be shared three ways with the City of Beaumont and the County of Riverside due to its location and the nature of the cooperative, integrated, regional fire protection system that exists in Riverside County, and that total contribution from Banning is \$552,615.08.

**NOW, THEREFORE, BE IT RESOLVED**, the City Council of Banning hereby authorizes the execution of the Engine 20 Agreement between the City of Banning, the City of Beaumont, and the County of Riverside, California.

**PASSED, APPROVED, AND ADOPTED** this 28<sup>th</sup> day of June, 2016.

---

Arthur L. Welch, Mayor  
City of Banning

**ATTEST:**

---

Marie A. Calderon, City Clerk

**APPROVED AS TO FORM AND  
LEGAL CONTENT:**

---

Authority Counsel  
Aleshire & Wynder, LLP

**CERTIFICATION**

I, Marie A. Calderon, City Clerk of the City of Banning, do hereby certify that the foregoing Resolution 2016-41 was adopted by the City Council of the City of Banning at a regular meeting thereof held on the 28<sup>th</sup> day of June, 2016, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

---

Marie A. Calderon, City Clerk  
City of Banning

# ***ATTACHMENT 2***

**A COOPERATIVE AGREEMENT BETWEEN THE CITY OF BANNING, THE CITY OF  
BEAUMONT, AND THE COUNTY OF RIVERSIDE TO SHARE THE COST OF A FIRE  
ENGINE COMPANY**

THIS AGREEMENT, was made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the County of Riverside, a political subdivision of the State of California, on behalf of the Fire Department, (hereinafter referred to as "COUNTY") and the City of Banning and the City of Beaumont, duly created cities (hereinafter referred to as "CITIES"). And hereinafter may collectively be referred to as the "Parties".

**SECTION I: PURPOSE**

A. The COUNTY has contracted with the City of Banning, individually pursuant to that certain Cooperative Agreement to provide fire protection, disaster preparedness and response, fire prevention, rescue, hazardous materials mitigation, technical rescue response, medical emergency services, and public service assists for the City of Banning, dated November 3, 2015, by and between the City of Banning and the County of Riverside (the "Banning Cooperative Agreement").

B. The COUNTY has contracted with the City of Beaumont, individually pursuant to that certain Cooperative Agreement to provide fire protection, disaster preparedness and response, fire prevention, rescue, hazardous materials mitigation, technical rescue response, medical emergency services, and public service assists for the City of Beaumont, dated September 10, 2013, by and between the City of Beaumont and the County of Riverside (the "Beaumont Cooperative Agreement").

C. The CITIES and COUNTY desire to enter into a cost sharing agreement for one (1) fire engine company which will be of mutual benefit for all involved agencies. The CITIES and COUNTY agree that the current fire engine company provides service to the City of Banning as well as to the City of Beaumont and unincorporated territory of the County.

D. The City of Beaumont and COUNTY desire to contribute among the participating parties, with *each party paying one-third (1/3) of the fire engine staffing costs.*

//

NOW, THEREFORE, IT IS AGREED as follows:

## SECTION II: COOPERATIVE OPERATIONS

Emergency Responses: The fire engine shall be dispatched, when available, to all emergencies within the jurisdictions of the CITIES and COUNTY.

## SECTION III: COST SHARE

The Parties agree the cost of the fire engine shall be billed to CITIES by the COUNTY within the normal quarterly billing pursuant to the CITIES respective Cooperative Agreements and the cost will be shown as a line item on that bill. The total amount due under this Agreement by each party will be invoiced on a pro-rata share basis on each party's respective quarterly billing. The CITIES will receive an estimated cost of the fire engine staffing based on the top step salaries of the personnel assigned to the fire engine 20, at the first of the fiscal year. The cost pool of the fire engine staffing costs shall consist of the salaries, benefits, administrative costs of Full Time Employees, and Medic Support Services costs of One (1) Fire Captains, One (1) Fire Apparatus Engineers, One (1) Fire Apparatus Paramedic, Two (2) Firefighter Paramedics, and Three (3) Firefighters.

In the event that the City of Banning secures and receives money from additional funding sources which it allocates to the services described herein, City of Banning shall give COUNTY notice within thirty (30) days, or within a reasonable time thereof, of the amount received. COUNTY will seek reimbursement on behalf of the COUNTY and the City of Beaumont by separate invoice.

## SECTION IV: TERM

This agreement shall be in effect as of the last date all the Parties have approved this Agreement and shall remain in effect for fiscal years 2016/2017 – 2017/2018 (July 1, 2016 – June 30, 2018) and shall be subject to extension thereafter. All parties will work together to determine the need for an extension of this agreement prior to January 1, 2018.

The City of Banning agrees to continue to seek alternative funding sources for fire protection services.

## SECTION V: INDEMNIFICATION, AUDIT, DISPUTES, & ATTORNEY'S FEES

The indemnification, audit, disputes, and attorney fees provisions as provided in the respective Cooperative Agreements referenced above, as they are currently in effect or hereafter entered into, shall apply to this Agreement.



## SECTION VI. OWNERSHIP OF THE FIRE ENGINE

The City of Banning owns fire engine 20 and will pay the engine maintenance costs through the cost allocation plan as outlined in the "Banning Cooperative Agreement."

## SECTION VII: DELIVERY OF NOTICES

All notices permitted or required under this agreement shall be given to the respective parties at the following address, or at such other addresses as the respective parties may provide in writing for this purpose.

COUNTY OF RIVERSIDE  
County Fire Chief  
210 W. San Jacinto Ave.  
San Jacinto, CA 92570

CITY OF BEAUMONT  
City Manager  
550 E. 6<sup>th</sup> Street  
Beaumont, CA 92223

CITY OF BANNING  
City Manager  
99 E. Ramsey  
Banning, CA 92220

Any notice required to be given hereunder to either party shall be given by personal delivery or be depositing such notice in the U.S. mail to the address listed, certified with return receipt requested, and pre-paid postage affixed. Such notice shall be deemed made when personally delivered or when mailed. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of method of service.

## SECTION VIII. GENERAL PROVISIONS

### A. ALTERATION OF TERMS.

No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the Parties, their officers, agents, or employees, shall be valid unless made in the form of a written amendment to this Agreement, which is formally approved and executed by all Parties.

### B. JURISDICTION AND VENUE.

This Agreement is to be construed under the laws of the State of California. The Parties agree to the jurisdiction of the appropriate courts in the County of Riverside, State of California.

C. WAIVER.

Any waiver by any of the Parties, separately or collectively, of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term thereof. Failure on the part of the Parties to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms hereof, or estopping any one of the CITIES or COUNTY from enforcement hereof.

D. SEVERABILITY.

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

E. ADMINISTRATION

1. The COUNTY Fire Chief shall administer this Agreement on behalf of the County of Riverside.

2. The CITIES respective City Manager shall administer this Agreement on behalf of its own City.

F. ENTIRE AGREEMENT.

This Agreement is intended by the Parties hereto as a final expression of their understanding, with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous agreements and understandings, oral or written, in connection therewith.

///

///

///

[Signature Provisions on following page]

IN WITNESS WHEREOF, the duly authorized officials of the parties hereto have, in their respective capacities, set their hands as of the date first hereinabove written.

Dated: \_\_\_\_\_

**CITY OF BANNING**

By: \_\_\_\_\_  
Michael Rock, City Manager

ATTEST:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Marie A. Calderon, City Clerk,

By: \_\_\_\_\_  
Anthony R. Taylor, City Attorney

(SEAL)

Dated: \_\_\_\_\_

**CITY OF BEAUMONT**

By: \_\_\_\_\_  
City Manager

ATTEST:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
City Attorney

[ADDITIONAL SIGNATURE PROVISIONS ON NEXT PAGE]

Dated: \_\_\_\_\_

COUNTY OF RIVERSIDE

By: \_\_\_\_\_  
Chairperson,  
Board of Supervisors

APPROVED AS TO FORM:  
GREGORY P. PRIAMOS,  
County Counsel

ATTEST:  
Kecia Harper-Ihem  
Clerk of the Board

By: \_\_\_\_\_  
ERIC STOPHER,  
Deputy County Counsel

By: \_\_\_\_\_  
Deputy

(SEAL)

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# ***ATTACHMENT 3***

EXHIBIT A1  
TO THE COOPERATIVE AGREEMENT  
TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, RESCUE  
AND MEDICAL EMERGENCY SERVICES FOR THE CITY OF BANNING  
ENGINE 20 STAFFING COSTS SHARED WITH  
THE CITY OF BANNING, THE CITY OF BEAUMONT, & THE COUNTY OF RIVERSIDE  
ESTIMATE DATED MARCH 8, 2016 FOR FY 2016/2017 THROUGH 2017/2018

**ESTIMATED CITY EXHIBIT "A1" BUDGET**

FISCAL YEAR 2016/2017	\$1,575,363
FISCAL YEAR 2017/2018	<u>\$1,657,845</u>
TOTAL CITY BUDGET <b>ESTIMATES</b> FOR 2016/2017 THROUGH 2017/2018	\$3,233,208

EXHIBIT "A1-i"

TO THE COOPERATIVE AGREEMENT  
TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, RESCUE  
AND MEDICAL EMERGENCY SERVICES FOR THE CITY OF BANNING  
ENGINE 20 STAFFING COSTS SHARED WITH  
THE CITY OF BANNING, THE CITY OF BEAUMONT, & THE COUNTY OF RIVERSIDE  
ESTIMATE DATED MARCH 8, 2016 FOR FY 2016/2017

	CAPTAIN'S		CAPTAIN'S MEDICS		ENGINEER'S		ENGINEER MEDICS		FF II'S		FF II MEDICS		TOTALS	
<b>STA #20</b>														
Medic Engine	204,444	1.0			174,809	1.0	196,043	1.0	474,779	3.0	339,571	2.0	1,389,646	8.0
SUBTOTALS	204,444		0		174,809		196,043		474,779		339,571		1,389,646	
SUBTOTAL STAFF	1		0		1		1		3		2			8
<b>ESTIMATED SUPPORT SERVICES</b>														
Administrative/Operational							20,805	per assigned Staff **					166,441	8.0
Medic Program							6,425	per assigned Medics					19,276	3.0
SUPPORT SERVICES SUBTOTAL													185,717	
TOTAL STAFF COUNT														8.0
TOTAL <b>ESTIMATED</b> CITY BUDGET													<u>\$1,575,363</u>	
							City of Banning Share 1/3				\$525,120.92			
							County of Riverside Share 1/3				\$525,120.92			
							City of Beaumont Share 1/3				\$525,120.92			
<b>SUPPORT SERVICES</b>														
Administrative & Operational Services									8.0	Assigned Staff				
Finance														
Training									8.00	Total Assigned Staff				
Data Processing														
Accounting									0.0	Fire Stations				
Personnel									0	Number of Calls				
							Procurement							
							Emergency Services							
							Fire Fighting Equip.							
							Office Supplies/Equip.							

Medic Program - Support staff, Training, Certification, Case Review & Reporting  
(PCA 37129)



FY 16/17 ESTIMATED POSITION SALARIES TOP STEP

304,607	DEPUTY CHIEF	309748	25,331	FIRE ENGINE
300,511	DIV CHIEF	305599	20,805	SRVDEL
244,156	BAT CHIEF	245864	7,658	VOL DEL
204,444	CAPT	205792	6,425	MEDIC FTE
227,317	CAPT MEDIC	228993	1,975	MEDIC MONITORS/DEFIBS REPLACEMENT
174,809	ENG	175982	75,164	BATT DEL
196,043	ENG/MEDIC	197523	16,626	ECC STATION
158,260	FF II	156285	30.13	ECC CALLS
169,785	FF II/MEDIC	171108	54,970	FLEET SUPPORT
146,829	FIRE SAFETY SUPERVISOR	154171	28,255	COMM/IT STATION
140,759	FIRE SAFETY SPECIALIST	147796	51.21	COMM/IT CALLS
122,031	FIRE SYSTEMS INSPECTOR	128132	2,404	FACILITY STATION
71,843	OFFICE ASSISTANT III	75435	646.77	FACILITY FTE
72,531	SECRETARY I	76158	3,731	HAZMAT STATION
116,074	EMERGENCY SVC COORD	121877	1,294.48	HAZMAT CALLS
			1,974	HAZMAT VEHICLE REPLACEMENT

EXHIBIT "A1-ii"

TO THE COOPERATIVE AGREEMENT  
TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, RESCUE  
AND MEDICAL EMERGENCY SERVICES FOR THE CITY OF BANNING  
ENGINE 20 STAFFING COSTS SHARED WITH  
THE CITY OF BANNING, THE CITY OF BEAUMONT, & THE COUNTY OF RIVERSIDE  
ESTIMATE DATED MARCH 8, 2016 FOR FY 2017/2018

	CAPTAIN'S		CAPTAIN'S MEDICS		ENGINEER'S		ENGINEER MEDICS		FF II'S		FF II MEDICS		TOTALS	
<b>STA #20</b>														
Medic Engine	214,666	1.0			183,549	1.0	205,845	1.0	498,518	3.0	356,549	2.0	1,459,128	8.0
SUBTOTALS	214,666		0		183,549		205,845		498,518		356,549		1,459,128	
SUBTOTAL STAFF	1		0		1		1		3		2		8	
<b>ESTIMATED SUPPORT SERVICES</b>														
Administrative/Operational							22,261	per assigned Staff **					178,091	8.0
Medic Program							6,875	per assigned Medics					20,625	3.0
SUPPORT SERVICES SUBTOTAL													198,717	
TOTAL STAFF COUNT														8.0
TOTAL <b>ESTIMATED</b> CITY BUDGET													<u>\$1,657,845</u>	
							City of Banning Share 1/3				\$552,615.08			
							County of Riverside Share 1/3				\$552,615.08			
							City of Beaumont Share 1/3				\$552,615.08			
<b>SUPPORT SERVICES</b>														
Administrative & Operational Services									8.0	Assigned Staff				
Finance														
Training									8.00	Total Assigned Staff				
Data Processing														
Accounting									0.0	Fire Stations				
Personnel									0	Number of Calls				
Procurement														
Emergency Services														
Fire Fighting Equip.														
Office Supplies/Equip.														

Medic Program - Support staff, Training, Certification, Case Review & Reporting  
(PCA 37129)

FY 17/18 ESTIMATED POSITION SALARIES TOP STEP

319,838	DEPUTY CHIEF	309748	#REF!	FIRE ENGINE
315,537	DIV CHIEF	305599	22,261	SRVDEL
256,364	BAT CHIEF	245864	8,194	VOL DEL
214,666	CAPT	205792	6,875	MEDIC FTE
238,682	CAPT MEDIC	228993	2,113	MEDIC MONITORS/DEFIBS REPLACEMENT
183,549	ENG	175982	80,426	BATT DEL
205,845	ENG/MEDIC	197523	17,789	ECC STATION
166,173	FF II	156285	32.24	ECC CALLS
178,275	FF II/MEDIC	171108	58,818	FLEET SUPPORT
154,171	FIRE SAFETY SUPERVISOR	154171	30,233	COMM/IT STATION
147,796	FIRE SAFETY SPECIALIST	147796	54.79	COMM/IT CALLS
128,132	FIRE SYSTEMS INSPECTOR	128132	2,573	FACILITY STATION
75,435	OFFICE ASSISTANT III	75435	692.05	FACILITY FTE
76,158	SECRETARY I	76158	3,992	HAZMAT STATION
121,877	EMERGENCY SVC COORD	121877	1,385.09	HAZMAT CALLS
			2,112	HAZMAT VEHICLE REPLACEMENT

# ***ATTACHMENT 4***

ENGINE 20 STAFFING		FY 15/16 Exhibit "A"		FY 16/17 Exhibit "A"	
		DATED 07/13/2015	DATED 03/08/2016		
SAFETY STAFF	\$	1,324,162	\$	1,389,646	4.95%
SUPPORT SERVICES	\$	173,567	\$	185,717	7.00%
GRAND TOTAL:		\$	1,497,729	\$	1,575,363
					5.18%



## CITY OF BANNING CONSENT ITEM

**TO:** CITY COUNCIL

**FROM:** Michael Rock, City Manager

**PREPARED BY:** Alejandro Diaz, Chief of Police  
Phil Holder, Lieutenant

**MEETING DATE:** June 28, 2016

**SUBJECT:** Sole Source Purchase from Stratus Technologies, Inc., for an upgraded Status ftServer with installation.

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**RECOMMENDATION:** "Review and approve the Police Department's request to upgrade its current Stratus 2400 ftServer with a new Stratus 2800 ftServer, with installation, from Stratus Technologies, Inc., as a sole source provider, with funding through the Joint Powers Agreement (JPA) for the Riverside County Mid-County C.L.E.T.S./M.S.S. System in the amount of \$27,699.00."

**JUSTIFICATION:** The current Stratus 2400 ftServer, which provides access to California's Law Enforcement Telecommunication System (C.L.E.T.S.) and Message State Switch (M.S.S.) for both the Banning and Beaumont Police Departments, is over six years old and in need of an upgrade. The new Stratus 2800 ftServer will enhance the current system with faster processing, better security, and improved reliability.

As this is an upgrade to the system currently in place, Status Technologies has provided the attached Sole Source Letter certifying it is the sole provider of the requested upgraded server.

**BACKGROUND:** The JPA still includes the Banning and Beaumont Police Departments, known as Member Agencies. Formed in 1992, the purpose of the JPA was for agencies to share the cost of connecting to the C.L.E.T.S./M.S.S. systems. Banning was chosen to house the necessary equipment for the state connection where it still remains today. During the JPA FY 2016-17 budget process, Member Agencies voted to upgrade the current Stratus 2400 ftServer with a newer model.

**FISCAL IMPACT:** The funding for the requested server upgrade will be shared between the Banning and Beaumont Police Departments through the JPA budget.

Banning's portion of the cost is already allocated in the City's FY 2016-17 budget. Subsequently, no further funding from the City is required for the purchase and installation of the upgraded server. The Finance Department is authorized to make the necessary budget adjustments related to this contract.

**ATTACHMENTS:** None

Prepared and Reviewed by:



Alejandro Diaz  
Chief of Police

Approved by:



Michael Rock  
City Manager

Prepared by:



Phil Holder  
Lieutenant



Stratus Technologies, Inc.  
5 Mill & Main Place, Suite 500  
Maynard, MA 01754  
U.S.A.  
Tel 978-461-7000

April 12, 2016

Liza Kester  
Information Systems  
City of Banning Police Department  
125 East Ramsey Street  
Banning, CA 92220

Re: Stratus Sole Source Letter – Level Two, Inc.

Dear Liza:

This letter is to certify that Stratus Technologies, Inc., is the sole provider of fault tolerant, fully duplexed, lockstepped computer systems that combined with integrated Total Assurance customer support services provides our customers with 99.999% systems uptime and availability. The Stratus ftServer solution is the only hardware based, 99.999% fault tolerant system that is supported by Level Two, Inc. to run their Suite of Public Safety Applications.

The Level Two, Inc. Public Safety Applications running on the fault tolerant Stratus ftServer platform provides our joint customers with the only Always On processing environment available for their applications.

If you have any additional questions, please let me know.

Sincerely,

A handwritten signature in cursive script that reads "Rodney M. Kittrell".

Rodney M. Kittrell  
Vice President of Americas Sales



May 19<sup>th</sup>, 2016

Liza,

The following quote is to upgrade your current production Stratus ftServer 2400 system to a new Stratus ftServer 2800 system. The 2800 is a rack mountable, 1-way (one logical processor) system with 8 GB of memory and with one logical set of 300 GB hard drives. The 2400 is currently running MS Windows 2003 Standard, the 2800 will have MS Windows 2012 R2 Standard running on it. The configuration of the 2800 is as follows:

Marketing ID	Description	Qty
P2800-1S	ftServer 2800, 1-socket, 2.4 GHz 8-core processor	1
S0739-CAL	Client Access License for Windows 2012 and 2012 R2 (5 user CAL version)	1
S0749A-DG-SE-SE	Microsoft Windows Server 2012 R2 Standard Edition Media Kit.	1
AUL-WC-S0748A	Automated Uptime Layer for Windows-based Class C ftServer Systems, Release 10	1
M258	8GB DDR4 DIMM	2
AS392	ftServer disk filler panel	14
D351	300GB 15K RPM 2.5-inch disk drive, 12Gb SAS	2
AK609-01	North America/Japan Modem Localization Kit	1
C721	V.90/56K Data Modem, w/Global PS, serial cable	1
B50101F	US/JP 115V100V-15A NEMA 5-15P 7 feet, single cord (Price included in base model)	2
B50502F	2.0 meter jumper cord pair (Price included in base model)	1
HL-W2K12R2SE	Factory pre-install of Windows Server 2012 R2 Standard Edition	1
R531F	Stratus Technologies ftServer Hardware Warranty Agreement (Price included in base model)	1
R682	Stratus ftServer 2800, 4800, and 6800 Systems: Installation Guide	1
R685	Read Me First: Unpacking ftServer 2800, 4800 and 6800 Systems	1

The following is the hardware and installation (Stratus and LTI) cost for the ftServer 2800:

The hardware cost for the ftServer 2800 is:	18,471.00
Sales tax (8.0%) must be added in the amount of:	1,477.68
Installation into production cost (Stratus and LTI):	7,750.00
<b>TOTAL ftServer 2800 and Installation COST:</b>	<b>\$27,698.68</b>

The following third party software is needed for the ftServer 2800 installation:

Microsoft SQL Server 2012 core Standard

Once the hardware is ordered, delivery may take up to 6 weeks. The installation cost is for installation done Monday through Friday, within normal business hours.

Banning Police Department (PD) is responsible for the following:

- A temporary IP address used to connect the 2800 to the network during the installation process. Level II will need both the 2800 and the 2400 connected to the same network at the same time in order to transfer information between the two systems.  
NOTE: The temporary IP address will be needed prior to Stratus being on-site to install the 2800.
- Network cables connecting the 2800 to the Banning network.  
NOTE: All network cables will be needed prior to Stratus being on-site to install the 2800.
- Acquiring and installing the backup software needed to backup this system. Banning PD is responsible for performing all backups as well.  
Banning personnel are to install any backup software after Level II has completed the installation of the Level II products.

Stratus will be on-site to install the ftServer 2800 after it arrives. LTI will coordinate with Stratus and will start the installation of the system once Stratus is done. LTI will perform the installation of MS SQL Server, MAGUS, and Journal remotely and will need someone on-site to assist. The 2800 will use the same phone lines the 2400 is using for Stratus and LTI remote logon capability.

Upon completion of the upgrade and once the 2800 has been running in production for 7 days, the 2400 can be removed.

LTI Project ID is: MSS-BANN-UPGRD-FT2800-4

This quote is good for 60 days.

If you have any questions please give me a call at (206) 575-7682 ext 209 or send me an email.

Respectfully,  
Ron

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## CITY OF BANNING CITY COUNCIL REPORT

**TO:** CITY COUNCIL

**FROM:** Michael Rock, City Manager

**PREPARED BY:** Alejandro Diaz, Chief of Police  
Phil Holder, Lieutenant

**MEETING DATE:** June 28, 2016

**SUBJECT:** Contract approval between the Banning Unified School District and the City of Banning for assignment of a School Resource Officer (SRO) at Banning High School and Nicolet Middle School for FY 2016-17.

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**RECOMMENDATION:** "The City Council authorizes the City Manager to sign the contract between the Banning Unified School District and the City of Banning, which will provide a School Resource Officer (SRO) at Banning High School and Nicolet Middle School during the 2016-17 school year."

**JUSTIFICATION:** Duties of the SRO include, but are not limited to, assisting in the development and implementation of school security programs, helping school staff with student counseling, assist with supervision during school activities, enforce criminal laws through investigations, and work with the Riverside County Probation Department, Youth Accountability Team (Y.A.T.), and social services in investigations where students are involved. The SRO will share his/her time between Banning High School and Nicolet Middle School, per the school district's request.


**BACKGROUND:** For the past 15 years, the Banning Unified School District has paid 70% of a police officer's salary for the services of a School Resource Officer. Mr. Robert Guillen, the Banning Unified School District Superintendent, has indicated the BUSD Board of Education is set to approve the funding this June for the coming school year's SRO program. The contract requires the Banning Unified School District to pay \$130,622 during fiscal year 2016-17 to cover 70% of the SRO's annual cost.

**FISCAL IMPACT:** The remaining 30% of the officer's salary is already accounted for in the City's budget during the next fiscal year. Subsequently, there are no additional costs to the City for providing the SRO to the Banning Unified School District. The


Finance Department is authorized to make the necessary budget adjustments related to this contract.

**ATTACHMENTS:** None

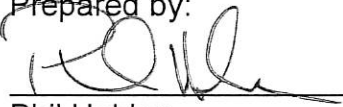
Prepared and Reviewed by:

  
\_\_\_\_\_  
Alejandro Diaz  
Chief of Police

Approved by:

  
\_\_\_\_\_  
Michael Rock  
City Manager

Prepared by:

  
\_\_\_\_\_  
Phil Holder  
Lieutenant



## **CITY OF BANNING CITY COUNCIL REPORT**

**TO:** CITY COUNCIL

**FROM:** Michael Rock, City Manager

**PREPARED BY:** Brian Guillot, Community Development Director  
Sandra Calderon, Development Project Coordinator

**MEETING DATE:** June 28, 2016

**SUBJECT:** Adopt Resolution No. 2016-52, "Approving the Second Amendment to the Professional Services Agreement with Hinderliter de Llamas & Associates (HdL) for Economic Development Consulting Services in the amount of \$35,000".

### **RECOMMENDATION:**

That the City Council:

- I. Adopt Resolution No. 2016-52 (Attachment 1) approving the Second Amendment to the Professional Services Agreement with Hinderliter de Llamas & Associates (HdL) in the amount not to exceed Thirty-five Thousand Dollars (\$35,000) for additional Economic Development Consulting Services and amendment to the Schedule of Performance.

### **JUSTIFICATION:**

It is necessary to amend the Professional Services Agreement with Hinderliter de Llamas & Associates (HdL) to include the additional scope of services and amend the Schedule of Performance (Attachment 2) as the City Council/City Manager requested the Economic Development Consultant to:

- Prepare an Action Plan by September 1, 2016, for the Banning Municipal Airport including the identification of highest and best uses, along with possible next steps.
- Complete the preparation of the Economic Development Action Plan by July 28, 2016.
- Continue to provide businesses attraction support, financial analysis for the Dalia Auto project and other economic development related services as directed by the City Manager.

## **BACKGROUND:**

Original Contract Services Agreement - On July 2, 2015, the City entered into a Professional Services Agreement with Hinderliter de Llamas & Associates (HdL) & Associates for Core Economic Development Services that included several tasks to help establish the focus of Banning economic development efforts and additional Economic Development Consulting Services as directed and managed by the Banning Interim City Manager. The original Professional Services agreement between Hinderliter de Llamas & Associates (HdL) is for the total amount not to exceed Twenty Thousand Dollars (\$20,000) (Attachment 3).

On October 13, 2015, City Council Adopted Resolution No. 2015-91 (Attachment 4) approving the First Amendment to the Professional Services Agreement with Hinderliter de Llamas & Associates (HdL) in the amount not to exceed Eight Thousand Dollars (\$8,000) for additional Economic Development Consulting Services. The Contract Service Agreement was amended to perform the following Services:

- Provide an evaluation and market assessment for the City of Banning on Vanir Development Company Inc.'s proposal to assume control and pursue the development of the Village at Paseo San Gorgonio Project.
- Evaluate and determine the highest and best uses related to development of the Village at Paseo San Gorgonio project, including providing new possible revenues for the City of Banning.

## **FISCAL DATA:**

Funding is available in the City Manager Economic Development Division Fund Account No. 001-1210-412.33-11 for this Second Amendment.

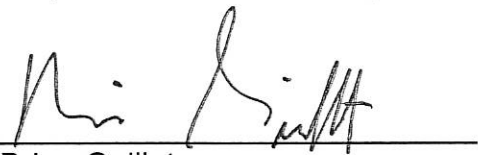
## **OPTIONS:**

The City Council may amend the terms of the proposed additional professional services. The City Council may deny the amendment and direct staff to prepare a request for proposals (RFP) to seek proposals from other firms providing similar services. However, re-advertising the RFP would result in significant delays in providing the necessary Economic Development Services of at least six (6) months. Additionally significant staff resources would be required to re-advertise the RFP.

**ATTACHMENTS:**

1. Resolution No. 2016-52
2. Second Amendment to the Professional Services Agreement with Hinderliter de Llamas & Associates (HdL)
3. Original Contract to the Professional Services Agreement with Hinderliter de Llamas & Associates (HdL)
4. Resolution No. 2015-91 Approving the First Amendment to the Professional Services Agreement with Hinderliter de Llamas & Associates (HdL)

Prepared and Reviewed by:

A handwritten signature in black ink, appearing to read 'Brian Guillot', written over a horizontal line.

Brian Guillot  
Community Development Director

Approved by:

A handwritten signature in black ink, appearing to read 'Michael Rock', written over a horizontal line.

Michael Rock  
City Manager



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**Attachment 1**  
**Resolution No. 2016-52**

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## **RESOLUTION NO. 2016-52**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING THE SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH HINDERLITER DE LLAMAS & ASSOCIATES (HdL) RELATED TO ECONOMIC DEVELOPMENT CONSULTING SERVICES**

**WHEREAS**, on July 2, 2015, the City Council entered into a Professional Services Agreement with Hinderliter de Llamas & Associates (HdL) related to the Economic Development Consulting Services; and

**WHEREAS**, The original Professional Services agreement between Hinderliter de Llamas & Associates (HdL) is for the total amount not to exceed Twenty Thousand Dollars (\$20,000). The original Professional Services agreement did not require an approval from the City Council as listed in the BMC Sec. 3.24.090 – Professional Services Purchasing Procedures; and

**WHEREAS**, on August 25, 2015 the City Council requested the Economic Development Consultant to provide an evaluation and market assessment for the City of Banning on Vanir Development Company Inc.'s proposal to assume control and pursue the development of the Village at Paseo San Gorgonio Project and evaluate and determine the highest and best uses related to the development of the Village at Paseo San Gorgonio project, including providing new possible revenues for the City of Banning; and

**WHEREAS**, On October 13, 2015 the City Council approved Resolution 2015-91 for the additional funding for the Professional Services Agreement with Hinderliter de Llamas & Associates (HdL) for the total amount not to exceed Eight Thousand Dollars (\$8,000); and

**WHEREAS**, staff requests approval of the additional funding for the Professional Services Agreement with Hinderliter de Llamas & Associates (HdL) for the total amount not to exceed Thirty-five Thousand Dollars (\$35,000); and, amend the Schedule of Performance as provided in Exhibit "D-1" of Amendment #2 to Agreement for Professional Services.

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

**SECTION 1.** The Council approves Amendment #2 to the Professional Services Agreement with Hinderliter de Llamas & Associates (HdL) for additional funding in the amount of Thirty-five Thousand Dollars (\$35,000) for additional Professional Services related to the Economic Development Consulting Services; and, amend the Schedule of Performance as provided in Exhibit "D-1" of Amendment #2 to Agreement for Professional Services.

**SECTION 2.** The City Manager is authorized to execute the Second Amendment to the Professional Services Agreement with Hinderliter de Llamas & Associates (HdL) in a form approved by the City Attorney.

**PASSED, ADOPTED AND APPROVED** this 28<sup>th</sup> day of June, 2016.

---

Arthur L. Welch, Mayor  
City of Banning, California

**APPROVED AS TO FORM  
AND LEGAL CONTENT:**

---

Anthony R. Taylor, City Attorney  
Aleshire & Wynder, LLP.

**ATTEST:**

---

Marie A. Calderon, City Clerk  
City of Banning, California

**CERTIFICATION:**

I, Marie A. Calderon, City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution No. 2016-52 was duly adopted by the City Council of the City of Banning at a regular meeting thereof held on the 28th day of June, 2016.

AYES:

NOES:

ABSENT:

ABSTAIN:

---

Marie A. Calderon, City Clerk  
City of Banning, California

## **Attachment 2**

**Second Amendment to the Professional Services Agreement with Hinderliter de  
Llamas & Associates (HdL)**

## AMENDMENT #2 TO AGREEMENT FOR PROFESSIONAL SERVICES

**THIS AMENDMENT TO THE AGREEMENT FOR PROFESSIONAL SERVICES** (“Amendment”) by and between the **CITY OF BANNING** (“City”) and Hinderliter de Llamas & Associates (HdL), a California corporation (“Consultant”) is effective as of the 28<sup>th</sup> day of June, 2016.

### RECITALS

A. City and Consultant entered into that certain Agreement for Professional Services dated July 2, 2015 (“Agreement”) on whereby Consultant agreed to provide Economic Development Services for the City of Banning.

B. City and Consultant now desire to amend the Agreement, plus Amendment No. 1 to include additional compensation for the additional services related to the Economic Development Consulting Services in an amount of Thirty Five Thousand (\$35,000.00) for the total contract amount not to exceed Sixty Three Thousand Dollars (\$63,000.00).

### TERMS

1. **Contract Changes.** The Agreement is amended as provided herein.

(a) Scope of Services (Exhibit A-1): Exhibit “A” to the Agreement is hereby amended to include the additional services as provided in the attached Exhibit “A1”.

(b) Compensation (Exhibit C-1): Exhibit “C” to the Agreement is hereby amended to include the additional compensation as provided in the attached Exhibit “C-1”.

(c) Schedule (Exhibit D-1): Exhibit “D” to the Agreement is hereby amended to include the additional services as provided in the attached Exhibit “D-1”.

These exhibits do not amend the existing exhibits but pertain to the additional services performed hereunder.

2. **Continuing Effect of Agreement.** Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement, as amended by this Amendment to the Professional Services Agreement.

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

party represents and warrants to the other that the Agreement is currently an effective, valid and binding obligation.

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

City represents and warrants to Consultant that, as of the date of this Amendment, Consultant is not in default of any material term of the Agreement and that there have been not events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

5. **Authority.** The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound



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

**CITY:**

CITY OF BANNING, a municipal corporation

\_\_\_\_\_  
Michael Rock, City Manager

ATTEST:

\_\_\_\_\_  
Marie Calderon, City Clerk

**APPROVED AS TO FORM:**

ALESHIRE & WYNDER, LLP

\_\_\_\_\_  
Anthony R. Taylor, City Attorney

**CONSULTANT:**

Hinderlinter de Llamas & Associates (HdL)

By:\_\_\_\_\_  
Name: Andrew Nickerson  
Title: President

By:\_\_\_\_\_  
Name: Jeffrey Schmeh  
Title: CFO

Address:1340 Valley Vista Drive, Suite 200  
Diamond Bar, CA 91765  
(909) 861-4335

**Two signatures are required if a corporation**

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

## **EXHIBIT "A-1"**

### **SCOPE OF SERVICES**

#### **I. Consultant will perform the following Services on an on-call basis:**

- A. ECONsolutions shall prepare an Action Plan by September 1, 2016, for the Banning Municipal Airport including the identification of highest and best uses, along with possible next steps.
- B. ECONsolutions shall complete the preparation of the Economic Development Action Plan by July 28, 2016.
- C. EconSolutions shall continue to provide business attraction support, financial analysis for the Dalia Auto project and other economic development related services as directed by the City Manager.

#### **II. Consultant must perform all on-call Services in compliance with the following requirements:**

- A. Each task shall be indicated by a written request produced by the Contract Officer with a description of the work to be performed, and the time desired for completion. All tasks shall be carried out in conformity with all provisions of this Agreement.
- B. Consultant must prepare a written description of the requested tasks including all components and subtasks; the costs to perform the task ("Task Project"); explain how the cost was determined; and a schedule for completion of the task ("Task Completion Date"); which shall all collectively be referred to as the "Task Proposal".
- C. Contract Officer shall in writing approve, modify or reject the Task Proposal, and may issue a Notice to Proceed.
- D. The task shall be performed at a cost not to exceeding the Task Budget.
- E. Consultant shall complete the task and deliver all deliverables to Contract Officer by the Task Completion Date.

#### **III. In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the City apprised of the status of performance by delivering the following status reports:**

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

##### **A. Consultant will utilize the following personnel to accomplish the Services:**

Barry Foster, Principal

**EXHIBIT "C-1"**

**SCHEDULE OF COMPENSATION**

- I. Consultant shall establish a Task Budget for each Task identifying the subtasks, based on the time and rates of the personnel performing the subtasks, and itemizing all materials and equipment utilized and the costs thereof. If payment is to be made other than at completion of the services, then the phases of the performance and percentage of payment due shall also be shown in the Task Proposal.**
- II. City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include**
  - A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
  - B. Line items for all materials and equipment properly charged to the Services.
  - C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.
  - D. Line items for all approved subconsultant labor, supplies, equipment, materials, and travel properly charged to the Services.
- III. The total compensation for the Services shall not exceed \$63,000.00, as provided in the Recital B of this Agreement.**
- IV. The City will compensate Consultant for work performed at a rate of \$200/hour upon submission of a valid invoice.**

**EXHIBIT "D-1"**

**SCHEDULE OF PERFORMANCE**

**I. Consultant shall perform Services on an on-call basis as set forth in Exhibit A-1.**

**II. Consultant shall deliver the following tangible work products to the City by the following dates.**

Additional services shall be completed by June 30, 2017.

**III. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.**

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INTENTIONALLY***

### **Attachment 3**

**Original Contract to the Professional Services Agreement with Hinderliter de  
Llamas & Associates (HdL)**

**PROFESSIONAL SERVICES AGREEMENT**

**By and Between**

**CITY OF BANNING**

**and**

**Hinderliter de Llamas & Associates (HdL)**

**AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN THE CITY OF BANNING AND  
Hinderliter de Llamas & Associates (HdL)**

THIS AGREEMENT FOR CONTRACT SERVICES (herein“ Agreement”) is made and entered into this 2nd day of July, 2015 by and between the CITY OF BANNING, a municipal corporation (“City”) and Hinderliter de Llamas & Associates (HdL), (“Consultant”). City and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties”). Consultant

**RECITALS**

A. City has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services defined and described particularly in Article 1 of this Agreement.

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

C. Pursuant to the City of Banning’s Municipal Code, City has authority to enter into and execute this Agreement.

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

**OPERATIVE PROVISIONS**

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

**ARTICLE 1. SERVICES OF CONSULTANT**

**1.1 Scope of Services.**

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



standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

#### 1.2 Consultant's Proposal.

This Agreement shall include the Request for Proposal or Invitation for Bids ("Contract Documents") and the Scope of Service shall include the Consultant's scope of work or in Consultant's accepted bid proposal ("Accepted Bid") shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the Contract Documents, Accepted Bid, and/or this Agreement, the terms of this Agreement shall govern.

#### 1.3 Compliance with Law.

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

#### 1.4 Licenses, Permits, Fees and Assessments.

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

#### 1.5 Familiarity with Work.

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

#### 1.6 Care of Work.

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

#### 1.7 Further Responsibilities of Parties.

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

#### 1.8 Additional Services.

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

#### 1.9 Facilities and Equipment.

Except as otherwise provided, Consultant shall, at its own cost and expense, provide all facilities and equipment necessary to perform the services required by this Agreement. City shall make available to Consultant only physical facilities such as desks, filing cabinets, and conference space ("City Facilities"), as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of City. The location, quality, and time of furnishing City Facilities shall be in the sole discretion of City. In no event shall City be required to furnish any facilities that may involve incurring any direct expense, including but not limited to computer, long distance telephone, network data, internet or other communication charges, vehicles and reproduction facilities.

#### 1.10 Special Requirements.

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

## ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

### 2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed Twenty Thousand Dollars (\$20,000.00) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8.

### 2.2 Method of Compensation.

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

### 2.3 Reimbursable Expenses.

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

### 2.4 Invoices.

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

City may independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 7.3. City will use its best efforts to cause Consultant to be paid within thirty (30) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to

Consultant for correction and resubmission. Review and payment by the City of any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

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

**ARTICLE 3. PERFORMANCE SCHEDULE**

3.1 Time of Essence.

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

3.2 Schedule of Performance.

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

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer shall extend the time for performance in accordance with the procedures set forth in Section 1.10. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term.

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

## ARTICLE 4. COORDINATION OF WORK

### 4.1 Representatives and Personnel of Consultant.

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

Andrew Nickerson  
(Name)

President  
(Title)

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

### 4.2 Status of Consultant.

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

### 4.3 Contract Officer.

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



#### 4.4 Independent Consultant.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Consultant's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Consultant shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

#### 4.5 Prohibition Against Subcontracting or Assignment.

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

### **ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS**

#### 5.1 Insurance Coverages.

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

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

(b) Workers Compensation Insurance. A policy of workers compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Consultant and the City against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker

employed by or any persons retained by the Consultant in the course of carrying out the work or services contemplated in this Agreement.

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than \$1,000,000. Said policy shall include coverage for owned, non-owned, leased and hired cars.

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

(e) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements.

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

## 5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents shall apply in excess of, and not contribute with Consultant's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. The insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Consultant shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until the Consultant has provided the City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

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

CANCELLATION:

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

[to be initialed]

\_\_\_\_\_  
Agent's Initials

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

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

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

5.3 Indemnification.

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



failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

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

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

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

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

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

#### 5.4 Sufficiency of Insurer or Surety.

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

Consultant agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the Risk Manager.

## **ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION**

### **6.1 Records.**

Consultant shall keep, and require subcontractors to keep, such ledgers books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of 3 years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the books and records may be given to City, and access shall be provided by Consultant's successor in interest.

### **6.2 Reports.**

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

### **6.3 Ownership of Documents.**

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

by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom.

6.4 Confidentiality and Release of Information.

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

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

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

(d) Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

**ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION**

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Riverside, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Riverside.

7.2 Disputes; Default.

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the

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

### 7.3 Retention of Funds.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City as elsewhere provided herein.

### 7.4 Waiver.

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

### 7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

### 7.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain



any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant must file a statutory claim pursuant to Government Code Sections 905 et seq. and 910 et. seq., in order to pursue a legal action under this Agreement.

#### 7.7 Liquidated Damages.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Consultant and its sureties shall be liable for and shall pay to the City the sum of N/A as liquidated damages for each working day of delay in the performance of any service required hereunder, as specified in the Schedule of Performance (Exhibit "D"). The City may withhold from any monies payable on account of services performed by the Consultant any accrued liquidated damages.

#### 7.8 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

#### 7.9 Termination for Default of Consultant.

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

#### 7.10 Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such

action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

## **ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION**

### **8.1 Non-liability of City Officers and Employees.**

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

### **8.2 Conflict of Interest.**

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

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

### **8.3 Covenant Against Discrimination.**

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, or other protected class.

### **8.4 Unauthorized Aliens.**

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ

such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should the any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

## **ARTICLE 9. MISCELLANEOUS PROVISIONS**

### **9.1     Notices.**

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer, CITY OF BANNING, 99 E. Ramsey St, Banning, CA 92220 and in the case of the Consultant, to the person at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

### **9.2     Interpretation.**

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

### **9.3     Counterparts.**

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

### **9.4     Integration; Amendment.**

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

### **9.5     Severability.**

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

9.6 Corporate Authority.

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

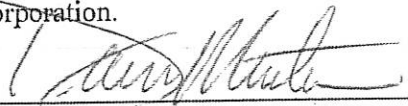
**[SIGNATURES ON FOLLOWING PAGE]**




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

**CITY:**

CITY OF BANNING, a municipal corporation.

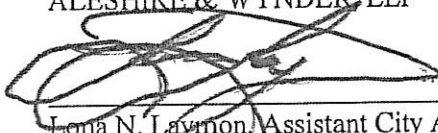
  
Dean Martin, Interim City Manager

**ATTEST:**

  
Marie Calderon, City Clerk


**APPROVED AS TO FORM:**

ALESHIRE & WYNDER, LLP

  
Lona N. Laymon, Assistant City Attorney

**CONSULTANT:**

Hinderliter de Llamas & Associates (HdL)

By:   
Name: Andrew Nickerson  
Title: President

Address: 1340 Valley Vista Drive, Suite 200  
Diamond Bar, CA 91765  
(909) 861-4335

Two signatures are required if a corporation.

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

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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

STATE OF California )  
COUNTY OF LOS ANGELES )

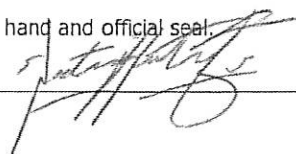
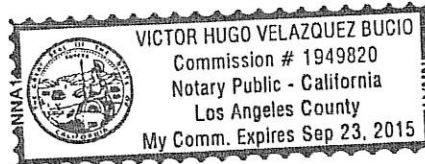
On JULY 24TH, 2015 before me, VICTOR HUGO VELAZQUEZ BUCIO, Notary Public, personally appeared ANDREW NICKERSON

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

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

WITNESS my hand and official seal.

Signature

This area for official notarial seal.

### OPTIONAL SECTION - NOT PART OF NOTARY ACKNOWLEDGEMENT CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the documents.

- ☐ INDIVIDUAL
- ☒ CORPORATE OFFICER(S) TITLE(S) PRESIDENT
- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER

SIGNER IS REPRESENTING:

HINDERLITER DELAMAS & ASSOCIATES

Name of Person or Entity

Name of Person or Entity

### OPTIONAL SECTION - NOT PART OF NOTARY ACKNOWLEDGEMENT

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

**THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW**

TITLE OR TYPE OF DOCUMENT: PROFESSIONAL SERVICES AGREEMENT

NUMBER OF PAGES 19 DATE OF DOCUMENT JULY 2ND, 2015

SIGNER(S) OTHER THAN NAMED ABOVE \_\_\_\_\_

Reproduced by First American Title Company 11/2007

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

**CITY:**

CITY OF BANNING, a municipal corporation.

\_\_\_\_\_  
Dean Martin, Interim City Manager

**ATTEST:**

\_\_\_\_\_  
Marie Calderon, City Clerk

**APPROVED AS TO FORM:**

ALESHIRE & WYNDER, LLP

\_\_\_\_\_  
Lona N. Laymon, Assistant City Attorney

**CONSULTANT:**

Hinderliter de Llamas & Associates (HdL)

By: \_\_\_\_\_

Name: Jeffrey Schmeh  
Title: Chief Financial Officer

By: \_\_\_\_\_

Name: Andrew Nickerson  
Title: President

Address: 1340 Valley Vista Drive, Suite 200  
Diamond Bar, CA 91765  
(909) 861-4335

Two signatures are required if a corporation.

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

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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

STATE OF California )  
COUNTY OF LOS ANGELES )

On SEPTEMBER 22, 2015 before me, VICTOR HUGO VELAZQUEZ BUCIO, Notary Public, personally appeared R. ANDREW NICKERSON

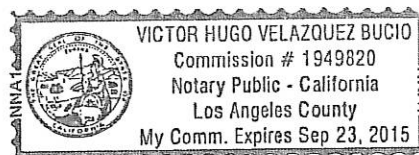
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

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

WITNESS my hand and official seal.

Signature

*[Handwritten Signature]*



This area for official notarial seal.

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- ☐ INDIVIDUAL  
☒ CORPORATE OFFICER(S) TITLE(S) PRESIDENT  
☐ PARTNER(S) ☐ LIMITED ☐ GENERAL  
☐ ATTORNEY-IN-FACT  
☐ TRUSTEE(S)  
☐ GUARDIAN/CONSERVATOR  
☐ OTHER

SIGNER IS REPRESENTING:

HINDERLITER DELLAMAS ASSOCIATES  
Name of Person or Entity

\_\_\_\_\_  
Name of Person or Entity

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SIGNER(S) OTHER THAN NAMED ABOVE \_\_\_\_\_

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STATE OF California )  
COUNTY OF LOS ANGELES )

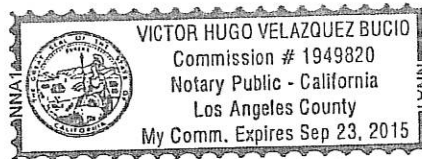
On SEPTEMBER 22, 2015 before me, VICTOR HUGO VELAZQUEZ BUCIO, Notary Public, personally appeared JEFFREY SCHMEHR

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

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

WITNESS my hand and official seal.

Signature [Signature]



This area for official notarial seal.

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☒ CORPORATE OFFICER(S) TITLE(S) CHIEF FINANCIAL OFFICER  
☐ PARTNER(S) ☐ LIMITED ☐ GENERAL  
☐ ATTORNEY-IN-FACT  
☐ TRUSTEE(S)  
☐ GUARDIAN/CONSERVATOR  
☐ OTHER

SIGNER IS REPRESENTING:

HENDERLITER DELLAMASE ASSOCIATES  
Name of Person or Entity

\_\_\_\_\_  
Name of Person or Entity

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SIGNER(S) OTHER THAN NAMED ABOVE \_\_\_\_\_

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## **EXHIBIT "A"**

### **SCOPE OF SERVICES**

#### **I. Contractor will perform the following Services on an on-call basis:**

##### **A. CORE ED SERVICES**

1. Services will include several tasks to help establish the focus of Banning's economic development efforts including the following activities:
  - a) Research and study the make-up of the Banning community and its trade area to assist in the preparation of Community Profile to assist with economic development marketing, along better understanding economic development opportunities for Banning.
  - b) Use a Consumer Demand & Market Supply Report and leakage data, along with undertaking void analysis to identify new business attraction opportunities for Banning.
  - c) Facilitate a workshop with City Council members and City staff to identify the important considerations for economic development in Banning as well as providing direction in the development of a 2-year Economic Development Action for the City of Banning.

##### **B. ADDITIONAL ED CONSULTING SERVICES**

2. HdL will offer other additional economic development consulting services as directed by the Banning Interim City Manager including:
  - a) Consulting support for a possible tax sharing agreement between the City of Banning and the new owner of the former Kmart building.
  - b) Assistance with business attraction, marketing ideas and ICSC meetings.
  - c) Provide site selection support and marketing assistance for potential business opportunities.
  - d) Preparation of SDS site selection reports packages.
  - e) Work with Banning staff as directed on other possible economic development activities.

**II. Contractor must perform all on-call Services in compliance with the following requirements:**

- A. Each task shall be indicated by a written request produced by the Contract Officer with a description of the work to be performed, and the time desired for completion. All tasks shall be carried out in conformity with all provisions of this Agreement.
- B. Contractor must prepare a written description of the requested tasks including all components and subtasks; the costs to perform the task ("Task Project"); explain how the cost was determined; and a schedule for completion of the task ("Task Completion Date"); which shall all collectively be referred to as the "Task Proposal".
- C. Contract Officer shall in writing approve, modify or reject the Task Proposal, and may issue a Notice to Proceed.
- D. The task shall be performed at a cost not to exceeding the Task Budget.
- E. Contractor shall complete the task and deliver all deliverables to Contract Officer by the Task Completion Date.

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

- A. Draft a 2-year Economic Development Action Plan for Banning that would focus on short-term economic development efforts in specific areas in the community that will enhance Banning's revenue stream (additional sales tax, TOT and property tax revenue).
- B. Prepare any needed sales tax revenue projections for a possible new businesses opportunities.

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

- A. Provide the Interim City Manager with a draft Community Profile to review and provide comments.
- B. Provide the Interim City Manager with a Consumer Demand & Market Supply and Preliminary Void Analysis to garner feedback and identify possible opportunities to target.

- C. Provide the Interim City Manager with an outline for the City Council workshop.
  - D. Provide the Interim City Manager with a draft Economic Development Action Plan to solicit feedback and direction.
- IV. **All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.**
- V. **Consultant will utilize the following personnel to accomplish the Services:**
  - A. Barry Foster, Principal



**EXHIBIT "B"**

**SPECIAL REQUIREMENTS  
(Superseding Contract Boilerplate)**

**NONE**

**EXHIBIT "C"**

**SCHEDULE OF COMPENSATION**

- I. Consultant shall establish a Task Budget for each Task identifying the subtasks, based on the time and rates of the personnel performing the subtasks, and itemizing all materials and equipment utilized and the costs thereof. If payment is to be made other than at completion of the services, then the phases of the performance and percentage of payment due shall also be shown in the Task Proposal.**

<b><u>TYPE OF SERVICE</u></b>	<b><u>TOTAL COST</u></b>	<b><u>Due Date</u></b>
Core ED Services	\$9,000.00	December 1, 2015
Additional ED Consulting Services	\$200.00/hour	To be determined as needed
SDS Report	\$3,000.00/each	To be determined as needed

- II. The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:**
- A.** Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
  - B.** Line items for all materials and equipment properly charged to the Services.
  - C.** Line items for all other approved reimbursable expenses claimed, with supporting documentation.
  - D.** Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.
- V. The total compensation for the Services shall not exceed \$20,000.00 as provided in Section 2.1 of this Agreement.**

## **EXHIBIT "D"**

### **SCHEDULE OF PERFORMANCE**

- I. Consultant shall perform all Services on an on-call basis as set forth in Exhibit A.**
- II. Consultant shall deliver the following tangible work products to the City by the following dates.**
  - A. Research and study the make-up of the Banning community and its trade area to assist in the preparation of Community Profile to assist with economic development marketing, along better understanding economic development opportunities for Banning.  
September 1, 2015**
  - B. Use a Consumer Demand & Market Supply Report and leakage data, along with undertaking void analysis to identify new business attraction opportunities for Banning.  
November 1, 2015**
  - C. Facilitate a workshop with City Council members and City staff to identify the important considerations for economic development in Banning as well as providing direction in the development of a 2-year Economic Development Action for the City of Banning. November 3, 2015 (3pm to 6pm), November 10, 2015**
  - D. Draft a 2-year Economic Development Action Plan for Banning that would focus on short-term economic development efforts in specific areas in the community that will enhance Banning's revenue stream (additional sales tax, TOT and property tax revenue).  
December 1, 2015**
  - E. Prepare any needed sales tax revenue projections for a possible new businesses opportunities. March 1, 2016**
- III. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.**

## **Attachment 4**

**Resolution No. 2015-91 Approving the First Amendment to the Professional Services Agreement with Hinderliter de Llamas & Associates (HdL)**

**RESOLUTION NO. 2015-91**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING THE FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH HINDERLITER DE LLAMAS & ASSOCIATES (HdL) RELATED TO ECONOMIC DEVELOPMENT CONSULTING SERVICES.**

**WHEREAS**, on July 2, 2015, the City Council entered into a Professional Services Agreement with Hinderliter de Llamas & Associates (HdL) related to the Economic Development Consulting Services; and

**WHEREAS**, The original Professional Services agreement between Hinderliter de Llamas & Associates (HdL) is for the total amount not to exceed Twenty Thousand Dollars (\$20,000.00). The original Professional Services agreement did not require an approval from the City Council as listed in the BMC Sec. 3.24.090 – Professional Services Purchasing Procedures; and

**WHEREAS**, on August 25, 2015 the City Council requested the Economic Development Consultant to provide an evaluation and market assessment for the City of Banning on Vanir Development Company Inc.'s proposal to assume control and pursue the development of the Village at Paseo San Gorgonio Project and evaluate and determine the highest and best uses related to the development of the Village at Paseo San Gorgonio project, including providing new possible revenues for the City of Banning; and

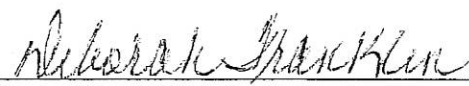
**WHEREAS**, staff respectfully requests approval of the additional funding for the Professional Services Agreement with Hinderliter de Llamas & Associates (HdL) for the total amount not to exceed Eight Thousand Dollars (\$8,000.00).

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

SECTION 1. The Council approves Amendment #1 to the Professional Services Agreement with Hinderliter de Llamas & Associates (HdL) for additional funding in the amount of Eight Thousand Dollars (\$8,000.00) for additional Professional Services related to the Economic Development Consulting Services.

SECTION 2. The Interim City Manager is authorized to execute the First Amendment to the Professional Services Agreement with Hinderliter de Llamas & Associates (HdL) in a form approved by the City Attorney.

**PASSED, APPROVED AND ADOPTED** this 13th day of October, 2015.


  
Deborah Franklin, Mayor  
City of Banning

**ATTEST:**



Marie A. Calderon, City Clerk  
City of Banning, California

**APPROVED AS TO FORM  
AND LEGAL CONTENT:**

  
Lona N. Laymon, City Attorney  
Aleshire and Wynder, LLP.

**CERTIFICATION:**

I, Marie A. Calderon, City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution No. 2015-91 was duly adopted by the City Council of the City of Banning at a regular meeting thereof held on the 13<sup>th</sup> day of October, 2015, by the following vote, to wit:

AYES: Councilmembers Miller, Moyer, Peterson, Welch, Mayor Franklin

NOES: None

ABSENT: None

ABSTAIN: None



Marie A. Calderon, City Clerk  
City of Banning, California

ORIGINAL

(100)



AMENDMENT #1 TO AGREEMENT FOR PROFESSIONAL SERVICES

**THIS AMENDMENT TO THE AGREEMENT FOR PROFESSIONAL SERVICES** ("Amendment") by and between the **CITY OF BANNING** ("City") and Hinderliter de Llamas & Associates (HdL), a California corporation ("Consultant") is effective as of the 15<sup>th</sup> day of September, 2015.

**RECITALS**

A. City and Consultant entered into that certain Agreement for Professional Services dated July 2, 2015 ("Agreement") on whereby Consultant agreed to provide Economic Development Services for the City of Banning.

B. City and Consultant now desire to amend the Agreement to include additional compensation in an amount not to exceed Eight Thousand Dollars (\$8,000.00) to the original Contract Amount and revise the Scope of Services. The original Scope of Work and tasks are modified and revised to include the following: additional Economic Development Consulting Services as further described in Exhibit A-1.

**TERMS**

1. **Contract Changes.** The Agreement is amended as provided herein.

(a) Scope of Services (Exhibit A-1): Exhibit "A" to the Agreement is hereby amended to include the additional services as provided in the attached Exhibit "A1".

(b) Compensation (Exhibit C-1): Exhibit "C" to the Agreement is hereby amended to include the additional compensation as provided in the attached Exhibit "C-1".

(c) Schedule (Exhibit D-1): Exhibit "D" to the Agreement is hereby amended to include the additional services as provided in the attached Exhibit "D-1".

These exhibits do not amend the existing exhibits but pertain to the additional services performed hereunder.

2. **Continuing Effect of Agreement.** Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Amendment to the Professional Services Agreement.

3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have

been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid and binding obligation.

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

City represents and warrants to Consultant that, as of the date of this Amendment, Consultant is not in default of any material term of the Agreement and that there have been not events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.


5. **Authority.** The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound



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

**CITY:**

CITY OF BANNING, a municipal corporation



Interim City Manager

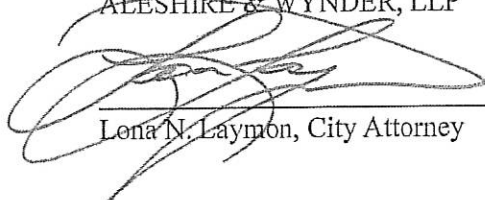
**ATTEST:**



Marie Calderon, City Clerk

**APPROVED AS TO FORM:**

ALESHIRE & WYNDER, LLP



Lena N. Laymon, City Attorney


**CONSULTANT:**

Hinderlinter de Llamas & Associates (HdL)

By: 

Name: Andrew Nickerson

Title: President

By:   
Name: JEFFREY SCHMEIER  
Title: CFO

Address: 1340 Valley Vista Drive, Suite 200  
Diamond Bar, CA 91765  
(909) 861-4335

Two signatures are required if a corporation

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

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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

STATE OF California )  
COUNTY OF LOS ANGELES )

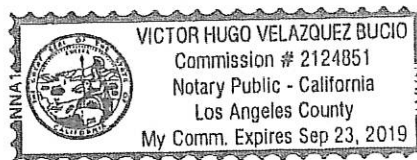
On OCTOBER 16, 2015 before me, VICTOR HUGO VELAZQUEZ BUCIO, Notary Public, personally appeared ANDREW WICKERSON

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_



This area for official notarial seal.

### OPTIONAL SECTION - NOT PART OF NOTARY ACKNOWLEDGEMENT CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the documents.

- ☐ INDIVIDUAL
- ☒ CORPORATE OFFICER(S) TITLE(S) PRESIDENT
- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER

SIGNER IS REPRESENTING:

ANDREW WICKERSON-Hdl  
Name of Person or Entity

\_\_\_\_\_  
Name of Person or Entity

### OPTIONAL SECTION - NOT PART OF NOTARY ACKNOWLEDGEMENT

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

**THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW**

TITLE OR TYPE OF DOCUMENT: PROFESSIONAL SERVICES AGREEMENT

NUMBER OF PAGES \_\_\_\_\_ DATE OF DOCUMENT 10/16/2015

SIGNER(S) OTHER THAN NAMED ABOVE \_\_\_\_\_

Reproduced by First American Title Company 11/2007

# **CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**

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

STATE OF California )  
COUNTY OF LOS ANGELES )

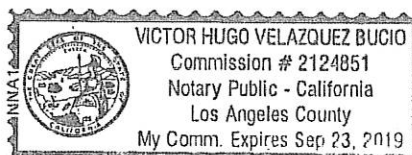
On OCTOBER 16, 2015 before me, VICTOR HUGO VELAZQUEZ BUCIO, Notary Public, personally appeared

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

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

WITNESS my hand and official seal.

Signature *[Handwritten Signature]*



This area for official notarial seal.

## **OPTIONAL SECTION - NOT PART OF NOTARY ACKNOWLEDGEMENT CAPACITY CLAIMED BY SIGNER**

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the documents.

- ☐ INDIVIDUAL  
☒ CORPORATE OFFICER(S) TITLE(S) CFO  
☐ PARTNER(S) ☐ LIMITED ☐ GENERAL  
☐ ATTORNEY-IN-FACT  
☐ TRUSTEE(S)  
☐ GUARDIAN/CONSERVATOR  
☐ OTHER

SIGNER IS REPRESENTING:

JEFFREY SCHMEHR - HDL  
Name of Person or Entity

\_\_\_\_\_  
Name of Person or Entity

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SIGNER(S) OTHER THAN NAMED ABOVE \_\_\_\_\_

Reproduced by First American Title Company 11/2007

**EXHIBIT "A-1"**

**SCOPE OF SERVICES**

**I. Consultant will perform the following Services on an on-call basis:**

- A. Provide an evaluation and market assessment for the City of Banning on Vanir Development Company Inc.'s proposal to assume control and pursue the development of the Village at Paseo San Gorgonio Project.
- B. Evaluate and determine the highest and best uses related to the development of the Village at Paseo San Gorgonio project, including new possible revenues for the City of Banning.

**II. Consultant must perform all on-call Services in compliance with the following requirements:**

- A. Each task shall be indicated by a written request produced by the Contract Officer with a description of the work to be performed, and the time desired for completion. All tasks shall be carried out in conformity with all provisions of this Agreement.
- B. Consultant must prepare a written description of the requested tasks including all components and subtasks; the costs to perform the task ("Task Project"); explain how the cost was determined; and a schedule for completion of the task ("Task Completion Date"); which shall all collectively be referred to as the "Task Proposal".
- C. Contract Officer shall in writing approve, modify or reject the Task Proposal, and may issue a Notice to Proceed.
- D. The task shall be performed at a cost not to exceeding the Task Budget.
- E. Consultant shall complete the task and deliver all deliverables to Contract Officer by the Task Completion Date.

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

- A. A draft report shall be provided to the Interim City Manager by Thursday, October 8, 2015 for services performed as listed on Exhibit A-1 (Section I A-B).

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

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

A. Barry Foster, Principal

**EXHIBIT "C-1"**

**SCHEDULE OF COMPENSATION**

- I. Consultant shall establish a Task Budget for each Task identifying the subtasks, based on the time and rates of the personnel performing the subtasks, and itemizing all materials and equipment utilized and the costs thereof. If payment is to be made other than at completion of the services, then the phases of the performance and percentage of payment due shall also be shown in the Task Proposal.
- II. City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include
  - A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
  - B. Line items for all materials and equipment properly charged to the Services.
  - C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.
  - D. Line items for all approved subconsultant labor, supplies, equipment, materials, and travel properly charged to the Services.
- III. The total compensation for the Services shall not exceed \$ 8,000.00, as provided in the Recital B of this Agreement.
- IV. The City will compensate Consultant for work performed at a rate of \$200/hour upon submission of a valid invoice.

EXHIBIT "D-1"

SCHEDULE OF PERFORMANCE

- I. Consultant shall perform Services on an on-call basis as set forth in Exhibit A-1.
- II. Consultant shall deliver the following tangible work products to the City by the following dates.  
  
A draft report shall be provided to the Interim City Manager by Thursday, October 8, 2015 for services performed as listed on Exhibit A-1 (Section I A-B).
- III. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.

RESOLUTION NO. 2015-91

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING THE FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH HINDERLITER DE LLAMAS & ASSOCIATES (HdL) RELATED TO ECONOMIC DEVELOPMENT CONSULTING SERVICES.

WHEREAS, on July 2, 2015, the City Council entered into a Professional Services Agreement with Hinderliter de Llamas & Associates (HdL) related to the Economic Development Consulting Services; and

WHEREAS, The original Professional Services agreement between Hinderliter de Llamas & Associates (HdL) is for the total amount not to exceed Twenty Thousand Dollars (\$20,000.00). The original Professional Services agreement did not require an approval from the City Council as listed in the BMC Sec. 3.24.090 – Professional Services Purchasing Procedures; and

WHEREAS, on August 25, 2015 the City Council requested the Economic Development Consultant to provide an evaluation and market assessment for the City of Banning on Vanir Development Company Inc.'s proposal to assume control and pursue the development of the Village at Paseo San Gorgonio Project and evaluate and determine the highest and best uses related to the development of the Village at Paseo San Gorgonio project, including providing new possible revenues for the City of Banning; and


WHEREAS, staff respectfully requests approval of the additional funding for the Professional Services Agreement with Hinderliter de Llamas & Associates (HdL) for the total amount not to exceed Eight Thousand Dollars (\$8,000.00).

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

SECTION 1. The Council approves Amendment #1 to the Professional Services Agreement with Hinderliter de Llamas & Associates (HdL) for additional funding in the amount of Eight Thousand Dollars (\$8,000.00) for additional Professional Services related to the Economic Development Consulting Services.

SECTION 2. The Interim City Manager is authorized to execute the First Amendment to the Professional Services Agreement with Hinderliter de Llamas & Associates (HdL) in a form approved by the City Attorney.

PASSED, APPROVED AND ADOPTED this 13th day of October, 2015.

  
Deborah Franklin, Mayor  
City of Banning




**ATTEST:**



Marie A. Calderon, City Clerk  
City of Banning, California

**APPROVED AS TO FORM  
AND LEGAL CONTENT:**

  
Lona N. Laymon, City Attorney  
Aleshire and Wynder, LLP.

**CERTIFICATION:**

I, Marie A. Calderon, City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution No. 2015-91 was duly adopted by the City Council of the City of Banning at a regular meeting thereof held on the 13<sup>th</sup> day of October, 2015, by the following vote, to wit:

AYES: Councilmembers Miller, Moyer, Peterson, Welch, Mayor Franklin

NOES: None

ABSENT: None

ABSTAIN: None



Marie A. Calderon, City Clerk  
City of Banning, California