



NOTICE IS HEREBY GIVEN, that the City Council will hold a **WORKSHOP** on Tuesday, February 8, 2022 at **5:15 p.m. in the** City Hall Council Chambers, 6136 Adobe Road, Twentynine Palms, CA 92277 to consider the following:

Community Development Block Grant (CDBG) Presentations for 2022-2023

5 - 10

[2022-2023 CDBG Presentation.](#)

RECOMMENDATION: The City Council open the presentations and listens to the six presenters' requests for CDBG funding for Fiscal Year 2022-2023.

[2022-2023 CDBG Presentation. - Pdf](#)

**TWENTYNINE PALMS CITY COUNCIL
REGULAR MEETING AGENDA
6136 Adobe Road
Twentynine Palms, CA 92277
www.29palms.org**

Tuesday, February 8, 2022

NOTICE IS HEREBY GIVEN, that the City Council will hold a Regular Meeting on Tuesday, February 8, 2022 at City Hall, 6136 Adobe Road, Twentynine Palms, CA 92277 to consider the following:

REGULAR SESSION AGENDA

5:15 P.M.

CALL TO ORDER

Pledge of Allegiance.

Invocation - Sister Suzy Dick, The Church of Jesus Christ of Latter-Day Saints.

Roll Call.

Closed Session Announcements.

Changes to the Agenda.

ANNOUNCEMENTS

These proceedings may be viewed on demand on the City of Twentynine Palms website at www.29palms.org. You may also Live Stream this meeting by going on our website and clicking on the "Meeting Agendas" link.

AWARDS, PRESENTATIONS, APPOINTMENTS AND PROCLAMATIONS

1. [Proclamation recognizing March 2022 as Black History Month](#)
[Proclamation recognizing March 2022 as Black History Month - Pdf](#)

11 - 12

COUNCIL COMMENTS AND REPORTS OF MEETINGS ATTENDED

CONSENT CALENDAR

All matters listed under the Consent Calendar are to be considered routine by the City Council and will be enacted by one motion in the form listed. Any item may be removed from the Consent Calendar and considered separately by the City Council. The public will be given an opportunity to comment on Consent Calendar items prior to the City Council action.

2. Waive the Reading of Ordinance and Approve the Reading by Title Only.
3. Approval of Minutes of the City Council Meeting Held on December 14, 2021 and January 18, 2022. 13 - 20
[City Council - Regular Meeting with Closed Session - 14 Dec 2021 - Minutes - Pdf](#)
[City Council - Special Meeting - 18 Jan 2022 - Minutes - Pdf](#)
4. Public Relations Firm. 21 - 58
RECOMMENDATION: The City Council authorize the public relations retainer of \$5,500 monthly or \$66,000 annually for this calendar year 2022 and authorize the City Manager to execute all related documents.

[Public Relations Firm. - Pdf](#)
5. 2022/2023 CDBG Project Funding Prioritization. 59 - 176
RECOMMENDATION: The City Council approve and prioritize the allocation of CDBG funds for Fiscal Year 2022/2023 for construction improvements to Luckie Park.

[2022/2023 CDBG Project Funding Prioritization. - Pdf](#)

ITEMS REMOVED FROM CONSENT CALENDAR FOR DISCUSSION

PUBLIC HEARING

6. Redistricting Process Required by State Law. 177 - 200
RECOMMENDATION: The City Council hold a Public Hearing regarding the State-mandated redistricting process, pursuant to Elections Code sections 21607 and 21607.1.

[Redistricting Process Required by State Law. - Pdf](#)

DISCUSSION AND POTENTIAL ACTION ITEMS

7. Shade Structures at City Hall and Luckie Park. 201 - 227
RECOMMENDATION: The City Council approve the sole source purchase and installation of the Luckie Park bleacher shade structures and the City Hall entrance canopy for a total amount not to exceed \$117,000.00 and authorize the City Manager to execute all necessary documents.

[Shade Structures at City Hall and Luckie Park - Pdf](#)
8. Pioneer Park. 229 - 241
RECOMMENDATION: The City Council purchase the land needed to develop Pioneer Park in the amount of \$211,800 plus customary closing costs and authorize the City Manager to execute all necessary documents.

[Pioneer Park. - Pdf](#)
9. Financial Report - Mid-Year of the 2021/22 Fiscal Year. 243 - 259
RECOMMENDATION: Staff is recommending the following actions:
 1. The City Council review and accept the financial report for the second quarter of the 2021/22 Fiscal Year.

2. Approve the inter-fund transfer of the Revenue Replacement in the amount \$2,260,258 from ARPA Fund (Special Fund) to the General Fund for government services in FY 2021/22.
3. Approve the inter-fund transfer of \$338,250 from the General Fund to the Sewer Fund for the property acquisition needed for the expansion of Project Phoenix package treatment plant in FY 2021/22.
4. Approve the inter-fund transfers from the General Fund to the Capital Projects Fund for the following projects in FY 2021/22: \$42,800 for the Social Equity Element of the General Plan; \$100,000 for the Re Roof of City Buildings; \$2,081,086 for the Luckie Park Pool upgrade; \$169,000 for the property acquisitions needed for Pioneer Park; \$94,000 for shades at Luckie Park; and \$45K for shades at City Hall.
5. Approve the inter-fund transfer of \$26,000 from the General Fund to the Capital Projects Fund for a mower in FY 2022/23.

[Financial Report - Mid-Year of the 2021/22 Fiscal Year. - Pdf](#)

FUTURE COUNCIL INITIATED ITEMS

1. Shade Structures and picnic tables in Veterans' Park.
2. Abandoned shopping carts.
3. Voting for Mayor each year instead of the current selection process of ascending to the mayor's seat determined by votes received in the Elections.

PUBLIC COMMENTS

This is the time for the public to address the City Council on issues within the jurisdiction of the City Council that are NOT on this agenda. All comments are to be directed to the City Council and shall not consist of any personal attacks. Members of the public are expected to maintain a professional, courteous decorum during their comments. There is a time limitation of three minutes per person. If you haven't already done so, please fill out name and address slips and give them to the City Clerk. The City Council is prohibited by State law from taking action or discussing items not included on the printed agenda. Public comments on specific agenda items will be deferred until consideration of the item on the agenda.

CITY MANAGER UPDATE

ADJOURNMENT

It is the intention of the City of Twentynine Palms to comply with the Americans with Disabilities Act in all respects. If you are a person with a disability who requires a disability-related modification or accommodation in order to participate in a meeting, including auxiliary aids or services, please request such modification or accommodation from the City Clerk at (760) 367-4890 (facsimile). Notification at least 48 hours prior to the meeting will enable the City to make reasonable arrangements to assure accessibility to the meeting. Please advise us at the time whether you will require accommodations to participate in meetings on a regular basis. Any person affected by any application on this agenda may submit their concerns in writing prior to the meeting or appear in person and be heard in support or opposition to the proposal at the time the matter is considered on the agenda. The staff reports, applications and environmental documents may be viewed at either the office of Community Development or the office of the City Clerk, 6136 Adobe Road, from 7:00 a.m. until 6:00 p.m. Monday through Thursday, except legal holidays. The Invocation is given per Policy 10-01, and does not reflect the views of the City but rather is an expression of speech by a private citizen making the presentation. Telephone inquiries may be made at (760) 367-6799. If you challenge any agenda issue in court, you may be limited to raising only those issues that you or someone else raised at the public meeting described in this notice, or in written correspondence delivered to the City of Twentynine Palms at, or prior to, the public meeting.

This notice of agenda is hereby certified to have been posted on or before 6:00 p.m., February 3, 2022.

Cindy Villescás CMC, City Clerk

Time/Date



STAFF REPORT

TO: City Council and City Manager
FROM: Recreation Programs Supervisor
FOR MEETING: Feb 08 2022

SUBJECT: 2022-2023 CDBG Presentation.

RECOMMENDATION:

The City Council open the presentations and listens to the six presenters' requests for CDBG funding for Fiscal Year 2022-2023.

ATTACHMENTS:

- [CDBG Applicant Letter 22-23](#)
- [CDBG 2022-2023 Funding Announcement](#)
- [2022-23 All Eligible-Twentynine Palms projects-1](#)

BACKGROUND:

In October 2021, the County of San Bernardino requested applications for the use of Community Development Block Grant (CDBG) funds within the City of Twentynine Palms. During the month of January, the Community Housing Development (CDH) reviewed all of the applications for their eligibility. The list was then forwarded to the City for recommended funding.

This year the city will be receiving approximately \$174,992. +/- in CDBG funds. The requests from the six non-profit agencies seeking Programming Funds and Construction Funds equals the amount of \$67,500. Five of the requests from the non-profit agencies are for programming and one is for construction. The non-profit agencies requesting Programming Funds are the San Bernardino County Library \$10,000, 29 Palms Community Food Pantry \$10,000, Family Service Association \$10,000, Reach Out Morongo Basin \$20,500, Mil-Tree Veteran Project \$7,000. The agency requesting Construction Funding is Morongo Basin Unity Home \$10,000. The City also submitted one proposal for Construction, for improvements to Luckie Park in the amount of \$165,000 in CDBG Funds. Total requests submitted for CDBG funds equals \$232,500.

Each presenter will have approximately three (3) minutes in which to explain their request followed by any questions from the City Council.

At the February 22, 2022 meeting, the City Council and Staff will be presenting its recommendations for allocation of CDBG funds for Fiscal Year 2022-2023. In past years, the City Council has agreed to allocate CDBG funds towards City construction projects and back filled the non-profit requests with City General Fund dollars. Those dollars are allocated during budget discussion in the spring.

ENVIRONMENTAL:

Not applicable.

ALTERNATIVES:

None at this time.

FISCAL IMPACT:

None at this time.

CITY OFFICES:
6136 ADOBE ROAD
TWENTYNINE PALMS, CA 92277
(760) 367-6799
Fax (760)367-4890
www.29palms.org



COUNCILMEMBERS
Karmollette O'Gilvie, Mayor
McArthur Wright, Mayor Pro Tem
Steven Bilderain
Joel Klink
Daniel L Mintz, Sr.

CITY MANAGER
Frank J. Luckino, MPA

January 24, 2022

Dear Community Development Block Grant Applicant:

The City of Twentynine Palms recently received the list of eligible Community Development Block Grant (CDBG) projects for 2022-2023. The City of Twentynine Palms is allowing each of the applicants to present their projects before the City Council on Tuesday, February 8th, at 5:15 p.m. in the City Council Chambers, at 6136 Adobe Road.

ONLY THOSE APPLICANTS REQUESTING to make a presentation to the City Council will get (3) minutes to present their request for funding. If your organization wishes to make a presentation, please respond via email to kminatrea@29palms.org **no later than Friday, February 4th, at 5:00 pm.** If your organization is unable to attend the Council meeting, the City will still review your application before the City Council determines allocation of funds.

Your project along with seven (7) other projects have been deemed eligible and in good standing by the Department of Community Development and Housing (CDH), and is therefore eligible for possible funding from the City. The City of Twentynine Palms is anticipating approximately \$174,992.00 to be allocated in CDBG funds for 2022-2023, of which the City can allocate a maximum of four (4) projects. The City of Twentynine Palms along with six, (6) other projects requested \$232,500 in CDBG Funding. As a reminder, the Council in years past considered allocation of City General funds toward CDBG programs during its budget approval.

Please be ready to speak and please remember to indicate how you served the residents of Twentynine Palms, along with any statistics that you have gathered when making your presentation.

If you have any questions, please call me directly at 760-367-7562 ext. 1027.

Respectfully,

Kary Minatrea

Recreation Division Manager

2022-23 Community Development Block Grant (CDBG) Notice of Funding Availability

Good Afternoon:

The Community Development Block Grant (CDBG) Notice of Funding Availability (NOFA) for 2022-23 will be released to the public on Wednesday, October 20, 2021. For the 2022-23 Program Year, beginning July 1, 2022, it is anticipated that the County will receive approximately \$3 million in CDBG funds to support eligible activities for the County's CDBG Participating Cities. As each Participating City's annual allocation is based on the most current U.S. Census statistics for poverty, overcrowded housing conditions and population, it is likely that your annual allocation will vary from the previous year.

As part of CDH's continued efforts to improve the application process, all applications for CDBG funding must be submitted through the County's online application portal [Apply Here](#). Guidelines and instructions for applying for these funds, the mandatory E-Signature Authorization form, and access to a new mapping tool can be found on the CDH [website](#).

Attached, please find a copy of the Public Notice of CDBG Funding Availability. This Notice has also been posted on the [CDH](#) website. We encourage your city to post this Notice on the city's website.

Please note, the County does not directly notify community-based organizations regarding application availability. For those Participating Cities who intend to collaborate with organizations to provide your CDBG funded program(s) or activity(ies), you are encouraged to notify these organizations and any other interested parties regarding the availability of the CDBG NOFA.

CDBG NOFA Timeline and Deadlines

Important milestones and deadlines within the application process are as follows:

Online application portal opening	October 20, 2021
Deadline to submit applications via the online application portal (Note: The online portal will close at this time)	December 14, 2021, by 4:00 PM.
CDH will evaluate and send an eligible application summary to the cities	January 14, 2022
Deadline for submitting City Council-approved CDBG funding recommendations	February 28, 2022
County's Draft 2022-23 Annual Action Plan (including Participating Cities funding recommendations) posted on the CDH website for public review	Mid-March, 2022
Board of Supervisor Public Hearing to receive public comments and discuss the Draft 2022-23 Annual Action Plan and 5-year Consolidated Plan goals and objectives	Mid-April, 2022

2nd meeting with the Board of Supervisors to authorize staff to submit the Final 2022-2023 Annual Action Plan to HUD.

Mid-/Late April

Deadline for the County to submit the County's Final 2022-2023 Annual Action Plan to HUD.

May 15, 2022

Thank you for your interest in our program, should you have any questions, please contact Diane Cotto, CDH Analyst, via telephone at (909) 387-4352 or by email at Diane.Cotto@cdh.sbcounty.gov.

Respectfully,

Community Development and Housing Department

Community Development Block Grant

Phone: 909-387-4705

385 North Arrowhead Ave., 3rd Floor

San Bernardino, CA 92415-0043



Our job is to create a county in which those who reside and invest can prosper and achieve well-being.

www.SBCounty.gov

County of San Bernardino Confidentiality Notice: This communication contains confidential information sent solely for the use of the intended recipient. If you are not the intended recipient of this communication, you are not authorized to use it in any manner, except to immediately destroy it and notify the sender.

San Bernardino County
Department of Community Development and Housing
2022-23 CDBG Project Proposals

Location	Applicant	Application Number	Project Title	Request Amount	Comments	Eligible: Yes / No
Twentynine Palms	Kary Minatrea, recreation Division Manager City of Twentynine Palms 6136 Adobe Road Twentynine Palms, CA 92277 kminatrea@29Palms.org 760-367-7562 ext. 1027	TWEN22CN-006	Twentynine Palms: Improvements to Luckie Park	\$ 165,000.00	Eligible Construction Project - Construction will be managed by the City of Twentynine Palms at Luckie Park to include but not be limited to reconstruction of decking and other renovations to the pool area and ADA improvements to restrooms. Luckie Park is in a primarily residential neighborhood. This project will serve 7,270 residents in the local area, of which 3,815 are low-to moderate- income. Compliance with the Davis-Bacon and other related Acts could increase the cost of this project by 20% or more.	Yes
Twentynine Palms	Patricia Turley, Interim County Librarian 777 East Rialto Avenue San Bernardino, CA 92415-0770 Patty.Turley@lib.sbcounty.gov 909-387-2220	TWEN22PS-006	Twentynine Palms: Adult Literacy Program	\$ 10,000.00	Eligible Public Service - Services are limited to low- and moderate-income clients and requires documentation of at least 51% of the clients are low- to moderate-income. Client eligibility (for all clients including illiterate adults) must be evidenced by documentation and data concerning beneficiary family size and income. CDBG funds will be used to pay for personnel services. Services are provided by San Bernardino County Library Department staff and volunteers. Service Location: 6078 Adobe Road, Twentynine Palms, CA 92277.	Yes
Twentynine Palms	Robin Schlosser, Director Reach Out Morongo Basin P.O. Box 2225 Twentynine Palms, CA 92277 director@reachout29.org 760-361-1410	TWEN22PS-017	Twentynine Palms: Direct Food and Transportation Services - Reach Out Morongo	\$ 20,500.00	Eligible Public Service - Reach Out Morongo will contract with the City of Twentynine Palms to provide direct food and transportation services to approximately 600 persons from low to moderate income households in the City of Twentynine Palms and surrounding areas. Public Services are limited to low-and moderate-income households and require monthly documentation that at least 51% of the households served qualify as low-and moderate-income.	Yes
Twentynine Palms	Cheryl-Marie Hansberger, Chief Executive Officer Family Service Association 21250 Box Springs Rd., Ste 212 Moreno Valley, CA 92557 Cheryl.Hansberger@fsaca.org 951-686-1096	TWEN22PS-020	Twentynine Palms: Senior Meals Program - Family Services Association	\$ 10,000.00	Eligible Public Service - Family Service Association (FSA) will provide a senior congregate and mobile meals program to seniors in the City of Twentynine Palms. Curbside pick-up of meals is also offered. FSA expects to serve 300 unduplicated clients throughout the program year. Public Services are limited to low-and moderate-income persons and require monthly documentation that at least 51% of the persons served qualify as low-and moderate-income. Seniors are a presumed 51% low-to moderate-income population. However, documentation is still required.	Yes
Twentynine Palms	Lori Jo Cosgriff, Presient 29 Palms Community Food Pantry and Outreach Ministries, Inc. P.O. Box 782 Twentynine Palms, CA 92277 kevinokinawa@hotmail.com 760-900-1169	TWEN22PS-029	Twentynine Palms: Community Food Pantry Program	\$ 10,000.00	Eligible Public Service: The City of Twentynine Palms will contract with 29 Palms Community Food Pantry and Outreach Ministries, Inc., to pay direct costs associated with providing food to approximately 186 persons from low to moderate income households in the City of Twentynine Palms and surrounding areas. Public Services are limited to low-and moderate-income persons and require monthly documentation that at least 51% of the persons served qualify as low-and moderate-income.	Yes
Twentynine Palms	Cheryl Montelle, Executive Director/Founder Mil-Tree Veteran Project P.O. Box 1762 Joshua Tree, CA 92252 miltreecommunity@gmail.com 323-791-2986	TWEN22PS-034	Twentynine Palms: Mil-Tree Veteran Project	\$ 7,000.00	Eligible Public Service - Mil-Tree Veteran Project will contract with the City of Twentynine Palms to provide various health services such as Trauma Center Trauma Sensitive yoga and creative activities including writing, music, yoga, movement and dialogue, as well as counseling services to approximately 30 low to moderate income persons in the City of Twentynine Palms and surrounding communities. Expected ratio 60% veterans with PTSD and 40% civilians. Public Services are limited to low-and moderate-income persons and require monthly documentation that at least 51% of the persons served qualify as low-and moderate-income.	Yes
Twentynine Palms	Susanna Barnett, Executive Director Morongo Basin Unity Home, Inc. 7237 Joshua Lane Yucca Valley, CA 92284 ed@unityhome.org 260-366-9663	TWEN22PS-046	Twentynine Palms: Playground Shade Structure - Morongo Basin Unity Home	\$ 10,000.00	Eligible Construction Project - Construction will be managed by the City of Twentynine Palms to include purchase and installation of a shade apparatus to provide playground shade to children of approximately 5,051 persons staying at the domestic violence shelter, Morongo Basin Unity Home. City will need to ensure this shade type apparatus is affixed, bolted to cement and not movable, to be used at Morongo Basin Unity Home only. For any project over \$2,000, compliance with the Davis-Bacon and other related Acts is enforced and could increase the cost of by 20% or more. The City will provide a general fund guarantee that any construction using CDBG funds will be used primarily for CDBG eligible programs and if not, then the City will pay back the County with general (non-restrictive) funds.	Yes



STAFF REPORT

TO: City Council
FROM: City Clerk
FOR MEETING: Mar 08 2022

SUBJECT: Proclamation recognizing March 2022 as Black History Month

ATTACHMENTS:

- [Proclamation recognizing March 2022 as Black History Month](#)

**CITY OF TWENTYNINE PALMS
PROCLAMATION**

BLACK HISTORY MONTH

WHEREAS, many diverse ethnic and racial groups have all played a vital and positive integral part and contribute to the promulgation of America's unique social, cultural, scientific, political, and economic character; and

WHEREAS, the City of Twentynine Palms takes pride in joining Americans throughout the country in recognizing February 2022 as **BLACK HISTORY MONTH**; and

WHEREAS, we believe emphasis needs to be on putting forward people of African descent in all our complex and multi-faceted humanity, rather than relying on tired stereotypes to perpetuate negative perceptions; and

WHEREAS, in that the City of Twentynine Palms is desirous of making a bold statement to honor and celebrate the achievements of our African American citizenry, determines that our municipality should communicate this desire by way of an official declaration, for the month of February; and

WHEREAS, acknowledging the significant contributions of how our diverse culture enriches and broadens the American experience of which Black heritage is an inseparable part as it weaves through our country's history, profoundly influencing every aspect of our lives as well as other dominant culture groups.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Twentynine Palms, does hereby proclaim February 2022 to be **BLACK HISTORY MONTH** and encourages all residents to observe this month.

DATED this 8th day of February 2022.

Karmolette O'Gilvie, Mayor



TWENTYNINE PALMS CITY COUNCIL
CITY COUNCIL - REGULAR MEETING WITH CLOSED SESSION MINUTES
City Hall, 6136 Adobe Road, Twentynine Palms, CA 92277

www.29palms.org
December 14, 2021

CLOSED SESSION AGENDA

CALL TO ORDER - Mayor Mintz called the meeting to order at 5:15 p.m.

Roll Call - The following Councilmembers were present: Bilderain, Klink, Mintz, Wright, O'Gilvie.

Adjourn to Closed Session. - Mayor Mintz adjourned to Closed Session at 5:18 p.m.

CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL
ANTICIPATED LITIGATION, SIGNIFICANT EXPOSURE TO LITIGATION, Government Code § 54956.9 (d)(2), (1 case).

CALL TO ORDER - Mayor Mintz called the meeting to order at 6:01 p.m.

Pledge of Allegiance - Matt Schragge led the Pledge of Allegiance.

Invocation - Sister Suzy Dick, Church of Jesus Christ of Latter-Day Saints, Yucca Valley Stake, gave the Invocation.

Roll Call - The following Councilmembers were present: Bilderain, Klink, Mintz, Wright, O'Gilvie.

Closed Session Announcements - Mayor Mintz closed the Special meeting/Closed Session at 6:04 p.m. and announced that there was a settlement case regarding opioids that needed to be settled before the end of the year.

The City is participating in a settlement with the County in a lawsuit. The City Council voted 5-0 to authorize the City Manager to execute all necessary documents to obtain the funds in this lawsuit.

Changes to the Agenda - There are no changes to the Agenda.

ANNOUNCEMENTS

Mayor Mintz announced that these proceedings may be viewed on demand on the City of Twentynine Palms website at www.29palms.org. You may also Live Stream this meeting by going on the City's website and clicking on the "Meeting Agendas" link.

Mayor Mintz announced the cancellation of the December 28, 2021 regularly scheduled meeting of the City Council due to the Holidays. The next regular meeting will be held on Tuesday, January 11, 2022.

AWARDS, PRESENTATIONS, APPOINTMENTS AND PROCLAMATIONS

1. Presentation to Morongo Basin ARCH for their Participation in the Cash for Trash and Recycling Program.

Mayor Pro Tem O'Gilvie presented a check for \$300 from Burrtec Waste and Recycling, and \$300 from the City of Twentynine Palms to Morongo Basin ARCH for their Participation in the Cash for Trash and Recycling Program. Ms. Astrid Johnson was present to accept the checks.

2. Comments by Outgoing Mayor Daniel Mintz and Presentation of Employee of the Year and Mayor's Recognition Award.

Mayor Mintz mentioned that one of the things we present during this meeting is the State of the City Address; however, we will be postponing that until January 17, 2022 at the Project Phoenix site. This will allow the community to come out and see what has developed downtown.

Mayor Mintz presented the Mayor's Recognition Award to the Volunteers of the Marine Corps Air Ground Combat Center (MCAGCC) for their dedication and time they give to the community. The group thanked Mayor Mintz for this prestigious award.

Mayor Mintz presented the Employee of the Year award to Recreation Division Manager Kary Minatrea for all of her hard work. Supervisor Minatrea thanked and expressed her appreciation for this award and recognized her department as they work hard as well.

COUNCIL COMMENTS AND REPORTS OF MEETINGS ATTENDED

Councilmember Klink mentioned that he did not attend any meetings. He congratulated the Marine volunteers for their hard work and Recreation Division Manager Minatrea. He wished everyone celebrating a birthday in December a Happy Birthday and reminded everyone that the reason for the season is Jesus' Birthday. He wished everyone a Merry Christmas and a Happy New Year.

Councilmember Bilderain mentioned that he did not attend any meetings, but he did attend the Tree Lighting Ceremony and Light Parade. He commented that he hopes the City can get a bigger and possibly live tree next year. He wished everyone a Merry Christmas.

Councilmember Wright commented that he attended a Special Meeting of the MBTA, mentioning that General Manager Mark Goodale has resigned and Ms. Cheri Holsclaw is now the Interim General Manager. He mentioned that he attended the Tree Lighting Ceremony and Light Parade, he is excited about the Self-Guided Light Tour, and he attended the City's Employee Recognition Dinner. He congratulated the Marine volunteers and Recreation Division Manager Minatrea. He wished everyone a Merry Christmas and a Happy New Year.

Mayor Pro Tem O'Gilvie mentioned that she attended the Mayor's Toys for 29 Golf Tournament, the City's Employee Recognition Dinner, and she is looking forward to the Toy Giveaway event. She wished everyone a Merry Christmas and Happy and safe New Year.

Mayor Mintz attended the Tree Lighting and Light Parade, which was well attended, the Mayor's Toys for 29 Golf Tournament, which was a huge success, he mentioned that the Self-Guided Light Tour is coming up and the Toy Giveaway will be held on Saturday, December 18th on Luckie Avenue from 2:00 pm to 5:00 pm. He mentioned that he attended two MBTA meetings, the Special Meeting, and a regular meeting, and two VHR Committee meetings. He congratulated the Marine volunteers and Ms. Minatrea. He wished everyone a Merry Christmas and a Happy New Year.

CONSENT CALENDAR

3. Waive the Reading of Ordinance and Approve the Reading by Title Only.
4. Approval of Minutes of the City Council Meeting Held on November 16, 2021.
5. Morongo Basin Ambulance Monthly Report - November 2021
6. Fire Department Monthly Report - November 2021
7. Approval of Warrant Register Totaling \$1,850,788.65
8. Approval of Project Phoenix Warrant Register Totaling \$2,560,292.04
9. Project Phoenix Street and Patio Furniture.
RECOMMENDATION: The City Council approve funds not to exceed \$58,579.03 for the purpose of acquiring street and patio furniture within Project Phoenix.

10. Navy Federal Credit Union ATM within Project Phoenix.
RECOMMENDATION: The City Council authorize the City Manager to negotiate and execute the Lease Agreement with Navy Federal Credit Union for an ATM located in the Plaza at Project Phoenix.
11. Submission of CDBG Application for Fiscal Year 2022-2023.
RECOMMENDATION: The City Council approve the submission of the Community Development Block Grant funding application for fiscal year 2022-2023.

***ACTION:** A Motion was made by Councilmember Klink, seconded by Mayor Pro Tem O'Gilvie to approve the Consent Calendar as submitted.*

Mayor Mintz abstained from Consent Calendar items # 9, 10, and 11 due to a possible conflict of interest.

The above motion was carried by the following:

ROLL CALL VOTE:

AYES: BILDERAIN, KLINK, O'GILVIE, WRIGHT, MINTZ

NOES: NONE

ABSTAIN: MINTZ FROM ITEMS # 9, 10, 11

ABSENT: NONE

ITEMS REMOVED FROM CONSENT CALENDAR FOR DISCUSSION - None.

PUBLIC HEARING - None.

DISCUSSION AND POTENTIAL ACTION ITEMS

12. Bird Rides, Inc. - Pilot Operating Agreement.
RECOMMENDATION: The City Council approve the Memorandum of Understanding (MOU) with Bird Rides, Inc. for the deployment of a pilot operating agreement for electronic scooter sharing systems in the City.

City Manager Luckino presented the Staff Report and then introduced Mr. Mike Butler, with Bird, Inc. who provided additional information about the Pilot Program.

After a brief discussion, a Motion was made by Councilmember Klink, seconded by Councilmember Wright to approve the Memorandum of Understanding (MOU) with Bird Rides, Inc. for the deployment of a pilot operating agreement for electronic scooter sharing systems in the City.

The above motion was carried by the following:

ROLL CALL VOTE:

AYES: BILDERAIN, KLINK, O'GILVIE, WRIGHT, MINTZ

NOES: NONE

ABSTAIN: NONE.

ABSENT: NONE

13. Annual Comprehensive Financial Report (ACFR) for FY 2020/21.
RECOMMENDATION: The City Council receive and file.

Assistant Finance Director Abigail Hernandez-Conde presented the Report. She then passed the floor to Brad Wilber, the City's auditor with Rogers, Anderson, Malody and Scott, who provided more information.

14. Introduction of an Ordinance Pertaining to Regulation of Solid Waste Including Organic Waste

RECOMMENDATION: That the City Council:

1) Introduce and hold the First Reading of an Ordinance of the City of Twentynine Palms amending in its entirety, Title 10, Chapter 10.04 of the Twentynine Palms Municipal Code pertaining to the Regulation of Solid Waste including Organic Waste;

2) Direct Staff to schedule a second reading and adoption of the proposed Ordinance amending Chapter 10.04 for the January 11, 2022 Regular City Council meeting.

City Manager Luckino presented the Staff Report. He then introduced Solid Waste and Recycling Manager, Eli Marshall, who provided more information on SB1383.

Astrid Johnson, Twentynine Palms, commented that with this new Ordinance and process, maybe the East Valley Steering Committee group could get with Stater Bros to possibly receive that food that would have to be sent to Waste Stations.

Heather Clisby, mentioned that she volunteers with a group known as Food Finders and she will mention this to their group. There might be a way for the group to help with this.

After a brief discussion, a motion was made by Councilmember Klink, seconded by Councilmember Wright to:

1) Introduce and hold the First Reading of an Ordinance of the City of Twentynine Palms amending in its entirety, Title 10, Chapter 10.04 of the Twentynine Palms Municipal Code pertaining to the Regulation of Solid Waste including Organic Waste;

2) Direct Staff to schedule a second reading and adoption of the proposed Ordinance amending Chapter 10.04 for the January 11, 2022 Regular City Council meeting.

The above motion was carried by the following:

ROLL CALL VOTE:

AYES: BILDERAIN, KLINK, O'GILVIE, WRIGHT, MINTZ

NOES: NONE

ABSTAIN: NONE

ABSENT: NONE

15. Community Development Block Grant (CDBG) Homekey Program.

RECOMMENDATION: The City Council accept the grant award from the Community Development Block Grant (CDBG) Homekey program in the amount of \$713,255 for the purchase and rehabilitation of the properties at 6937, 6939, 6941, and 6943 Elm Avenue, Twentynine Palms, to be used for permanent housing for very low-income residents AND approve the purchase contract for \$510,000.

City Manager Luckino presented the Staff Report. He then introduced Ms. Astrid Johnson who spoke on behalf of Morongo Basin ARCH, a community non-profit organization that works with the homeless.

Ms. Shanese Risper, Twentynine Palms, spoke in favor of Morongo Basin ARCH.

ACTION: A motion was made by Councilmember Klink, seconded by Councilmember Wright, to accept the grant award from the Community Development Block Grant (CDBG) Homekey program in the amount of \$713,255 for the purchase and rehabilitation of the properties at 6937, 6939, 6941, and 6943 Elm Avenue, Twentynine Palms to be used for permanent housing for very low-income residents AND approve the purchase contract for \$510,000.

The above motion was carried by the following:

ROLL CALL VOTE:

AYES: BILDERAIN, KLINK, O'GILVIE, WRIGHT, MINTZ

NOES: NONE

ABSTAIN: NONE

ABSENT: NONE

16. Luckie Park Pool Rehabilitation

RECOMMENDATION: The City Council review the proposed layout for the Luckie Park Pool and provide direction so in turn the Architect can finish the design.

City Manager Luckino presented the Staff Report. He then introduced Ken Moeller, Pool Designer, who provided more information on the reconstruction of the pool.

Veno Nathraj, Twentynine Palms, commented on the depth. He would rather see the depth at 12 feet, rather than 9 or 10. We should look at the cost of a life rather than cost savings.

Lashara Maea, Twentynine Palms, asked what the cost difference was with and without the slide. She commented that she would take her daughter to the pool with or without the slide. Ms. Maea asked what the average cost was to replace the pump. Mr. Moeller replied that it would cost approximately \$10,000 and would go out in approximately 15-20 years.

Irene Beard, Twentynine Palms, commented that she has helped coach the Twentynine Palms High School swim team for over 27 years. She inquired about depth of the shallow end as the depth needs to be acceptable for competition play.

After a brief discussion, a motion was made by Mayor Mintz, seconded by Councilmember Wright to approve the current layout, add the pool deck and make the shallow end four feet deep.

The above motion was carried by the following:

ROLL CALL VOTE:

AYES: BILDERAIN, KLINK, WRIGHT, MINTZ

NOES: O'GILVIE

ABSTAIN: NONE

ABSENT: NONE

17. Selection of Mayor and Mayor Pro Tem.

RECOMMENDATION: The City Council select the Mayor and Mayor Pro Tem for 2022.

City Clerk Villescas presented the Staff Report.

Councilmember Klink nominated Karmolette O'Gilvie to serve as Mayor for 2022. Councilmember Wright seconded the nomination. Having no further nominations, a roll call vote was announced.

The above motion was carried by the following:

ROLL CALL VOTE:

AYES: BILDERAIN, KLINK, O'GILVIE, WRIGHT, MINTZ

NOES: NONE

ABSTAIN: NONE

ABSENT: NONE

Nominations for Mayor Pro Tem were announced. Councilmember Mintz nominated Councilmember Wright. Councilmember Klink seconded the nomination. The City Council voted unanimously by voice vote, to have Councilmember Wright serve as the Mayor Pro Tem for 2022.

Incoming Mayor O'Gilvie thanked the City Council and everyone that works for the City. She commented that it is her pleasure to serve the City of Twentynine Palms as Mayor.

FUTURE COUNCIL INITIATED ITEMS

1. Discussion on adding sidewalks and picnic tables in Veterans' Park.
2. Abandoned shopping carts.

Councilmember Klink suggested that the Mayor and Mayor Pro Tem process should change because the City is now divided into Districts. The City Council should vote for these positions as opposed to the succession process which is currently determined by the number of votes in an election. Councilmember Bilderain seconded the item.

PUBLIC COMMENTS

Ben Holstrum, Desert Heights, commented on the electronic survey that the City recently put out regarding the Water District and asked what the motive for this survey was.

Miranda Richards, Joshua Tree, is speaking on behalf of her uncle who lives in Twentynine Palms and is unable to attend the meeting. She is asking that the City preserve the buildings at 6536 and 6538 Desert Queen Avenue.

Veno Nathraj, Twentynine Palms, thanked the City Staff, Community Development Director Clark and the City Engineer for working on his project so diligently. He appreciates the great job they are doing.

CITY MANAGER UPDATE

City Manager Luckino wished the City Council and City Staff Happy Holidays and Merry Christmas. He congratulated Recreation Division Manager Minatrea for being awarded Employee of the Year. He mentioned that the State of the City Address will be held at Project Phoenix in January, Project Phoenix will substantially be complete this month, the Farmer's Market is scheduled to begin operating at Project Phoenix on January 8th and the City is hoping to move the community Holiday tree to Project Phoenix next year.

Councilmember Mintz asked about the signal lights at Tamarisk and Highway 62. City Manager Luckino commented that CalTrans has indicated there is one component they are waiting for and should be installed soon. Councilmember Klink asked about synchronizing traffic signals throughout the City. City Manager Luckino mentioned that it is on CalTrans' schedule to do this, but he is not sure if they are waiting for the entire project to be complete before they do so.

ADJOURNMENT - Mayor Mintz adjourned the meeting at 8:20 p.m.

Respectfully submitted,

Cindy Villescás, CMC
City Clerk/PIO
City of Twentynine Palms



**TWENTYNINE PALMS CITY COUNCIL
SPECIAL MEETING MINUTES**
City Hall, 6136 Adobe Road, Twentynine Palms, CA 92277
www.29palms.org
January 18, 2022

CALL TO ORDER - Mayor O'Gilvie called the meeting to order at 10:00 a.m.

Pledge of Allegiance - City Manager Luckino led the Pledge of Allegiance.

Roll Call - The following Councilmembers were present: Bilderrain, Klink, Mintz, Wright, O'Gilvie.

Changes to the Agenda - None.

ANNOUNCEMENTS - None.

PUBLIC COMMENTS - None.

CONSENT CALENDAR - None.

ITEMS REMOVED FROM CONSENT CALENDAR FOR DISCUSSION - None.

DISCUSSION AND POTENTIAL ACTION ITEMS

1. Electronic and Paperless Filing of Fair Political Practices Commission Campaign Disclosure Statements of Economic Interest

RECOMMENDATION: The City Council waive the first reading and introduce an Ordinance to Mandate Electronic and Paperless filing of Fair Political Practices Commission campaign disclosure statements and statements of economic interest.

ACTION: A motion was made by Councilmember Klink, seconded by Councilmember Mintz to waive the first reading, and introduce Ordinance No. 297, to Mandate Electronic and Paperless filing of Fair Political Practices Commission campaign disclosure statements and statements of economic interest.

The above motion was carried by the following:

ROLL CALL VOTE:

AYES: BILDERAIN, KLINK, MINTZ, WRIGHT, O'GILVIE

NOES: NONE

ABSTAIN: NONE

ABSENT: NONE

2. Assembly Bill 361.

RECOMMENDATION: The City Council Adopt Resolution No. 22-01, authorizing teleconferenced public meetings pursuant to Assembly Bill 361.

City Manager Luckino presented the Staff Report.

Councilmember Klink commented that he is ok with the next meeting being virtual, but we need to get together for the meeting in February because the Redistricting maps will be on that agenda.

ACTION: A motion was made by Councilmember Klink, seconded by Mayor Pro Tem Wright to adopt Resolution No. 22-01 authorizing teleconferenced public meetings for the January 25, 2022 regularly scheduled City Council meeting and conduct a hybrid meeting for the February 8, 2022, regularly scheduled City Council meeting.

The above motion was carried by the following:

ROLL CALL VOTE:

AYES: BILDERAIN, KLINK, MINTZ, WRIGHT, O'GILVIE

NOES: NONE

ABSTAIN: NONE

ABSENT: NONE

ADJOURNMENT - Mayor O'Gilvie adjourned the meeting at 10:18 a.m.

Respectfully submitted,

Cindy Villescas, CMC
City Clerk/PIO
City of Twentynine Palms



STAFF REPORT

TO: City Council
FROM: City Manager
FOR MEETING: Feb 08 2022

SUBJECT: Public Relations Firm.

RECOMMENDATION:

The City Council authorize the public relations retainer of \$5,500 monthly or \$66,000 annually for this calendar year 2022 and authorize the City Manager to execute all related documents.

ORDER OF PROCEDURE:

Request Staff Report (City Manager Presenting)
Council Questions of Staff
Council Discussion
Public Comment
Motion/Second
Discussion of Motion
Call the Question

ATTACHMENTS:

• [Tripepi Smith Agreement/Proposal for Communication Services - Executed](#)

BACKGROUND:

Tripepi Smith is a team of 36 communications experts—robust enough to offer experienced and effective professionals for the job, yet small enough to be nimble and responsive. Tripepi Smith offers a spectrum of skills that allows to match the appropriate resource to the task at hand, letting them execute faster and reduce engagement costs. These resources vary by both years of experience and core hard skills (graphic design versus videography versus writing versus social media, for example). The result: Tripepi Smith have an ability to conduct outreach to the public across a range of platforms. Tripepi Smith is a force multiplier for the communication operations of agencies across California. From Napa to Coronado and out to Indian Wells, Tripepi Smith is actively working with dozens of city governments and public agencies on redistricting.

The City of Twentynine Palms values community engagement and seeks to develop and implement a comprehensive, strategic and proactive communications program. The proposed retainer agreement is for ongoing communication support, which would allow the Tripepi Smith team to work through a detailed and collaborative planning process to craft a comprehensive, strategic communications plan.

ENVIRONMENTAL:

None.

ALTERNATIVES:

The Council could choose NOT to approve this engagement or make changes.

FISCAL IMPACT:

As discussed in the mid-year financial review, the City, through its surplus created by ARPA (American Rescue Plan Act), will use these funds for this service.

CITY OF TWENTYNINE PALMS
AGREEMENT FOR CONTRACTOR SERVICES

THIS AGREEMENT is made and effective as of January 6, 2022, between the City of Twentynine Palms, a municipal corporation ("City") and Tripepi Smith, a California Corporation ("Contractor"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. **TERM**

This Agreement shall commence on January 6, 2022 and shall remain and continue in effect until tasks described herein are completed, but in no event later than December 31, 2022, unless sooner terminated pursuant to the provisions of this Agreement. Notwithstanding the above, Section 9 of this Agreement shall survive the term of this Agreement.

2. **SERVICES**

Contractor shall perform the tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. Contractor shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A.

3. **PERFORMANCE**

Contractor shall at all times faithfully, competently and to the best of his/her ability, experience, and talent, perform all tasks described herein. Contractor shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Contractor hereunder in meeting its obligations under this Agreement. Contractor represents it holds the necessary skills and abilities to perform the work as set forth in this Agreement, and City relies upon the skills and abilities of Contractor. Contractor shall perform the work and services under this Agreement in accordance with such heightened standard of work and in accordance with the accepted standards of the professional disciplines involved in the tasks described herein.

4. **CITY MANAGEMENT**

City's Manager shall represent City in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by Contractor, but not including the authority to enlarge the Tasks to Be Performed or change the compensation due to Contractor. City's Manager shall be authorized to act on

City's behalf and to execute all necessary documents which enlarge the Tasks to Be Performed or change Contractor's compensation, subject to Section 5 hereof.

5. **PAYMENT**

(a) Except as otherwise stated herein, the City agrees to pay Contractor monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit A, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. Final payment shall be coordinated and conditioned with completion of the tasks set forth in Exhibit A. This amount shall not exceed Five Thousand, Five Hundred Dollars (\$5,500.00) per Month for the total term of the Agreement unless additional payment is approved as provided in this Agreement ("Total Agreement Amount").

(b) Contractor shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. Contractor shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and Contractor at the time City's written authorization is given to Contractor for the performance of said services.

(c) Contractor will submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all undisputed fees. If the City disputes any of Contractor's fees it shall give written notice to Contractor within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

(d) Prior to signing the Agreement, Contractor shall provide to City a completed and signed Form W-9, Request for Taxpayer Identification Number and Certification. All of City's monetary obligations set forth in this Agreement are conditioned upon City's receipt of an executed W-9 form from Contractor.

(e) Notwithstanding Contractor's delivery of invoices to City and/or other remedies available to the City, City may retain ten percent (10%) of the payment on each month's invoice, on a cumulative basis, until Contractor has completed all of the tasks set forth in Exhibit A.

(f) Notwithstanding Contractor's delivery of invoices to City and/or other remedies available to the City, if Contractor has not delivered to the City the required certified

insurance policies and endorsements within the time required by Section 10(f) (3) of this Agreement. City has the sole discretion to withhold any and all payments to Contractor until Contractor delivers to the City the certified insurance policies and endorsements required by Section 10 of this Agreement.

6. **SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE**

(a) The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Contractor at least ten (10) days prior written notice. Upon receipt of said notice, the Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, the City shall pay to Contractor the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Contractor will submit an invoice to the City pursuant to Section 5.

(c) Except as otherwise provided herein and prior to the termination date of this Agreement, this Agreement may be terminated by written consent of both the City and the Contractor.

7. **DEFAULT OF CONTRACTOR**

(a) The Contractor's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Contractor is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Contractor for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Contractor. If such failure by the Contractor to make progress in the performance of work hereunder arises out of causes beyond the Contractor's control, and without fault or negligence of the Contractor, it shall not be considered a default.

(b) If the City Manager or his/her delegate determines that the Contractor is in default in the performance of any of the terms or conditions of this Agreement, he/she shall cause to be served upon the Contractor a written notice of the default. The Contractor shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Contractor fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to

which it may be entitled at law, in equity or under this Agreement.

8. **OWNERSHIP OF DOCUMENTS**

(a) Contractor shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by City that relate to the performance of services under this Agreement. Contractor shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Contractor shall provide free access to the representatives of City or its designees at reasonable times to such books and records; shall give City the right to examine and audit said books and records; shall permit City to make transcripts there from as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of the Contractor. With respect to computer files, Contractor shall make available to the City, at the Contractor's office and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

9. **INDEMNIFICATION**

(a) Indemnification

When the law establishes a professional standard of care for the tasks Contractor shall perform pursuant to this Agreement to the fullest extent permitted by law, Contractor shall indemnify, protect, defend (with counsel selected by City), and hold harmless City and its officers, officials, employees, volunteers and agents (collectively, the "Indemnified Parties") from and against any and all claims, losses, liabilities of every kind, nature, and description, damages, injury (including, without limitation, injury to or death of an employee of Contractor or of any subcontractor), costs and expenses of any kind, whether actual, alleged or threatened, including, without limitation, incidental and consequential damages, court costs, attorney's fees, litigation expenses, and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation, to the extent same are

caused in whole or in part by any negligent or wrongful act, error or omission of Contractor, its officers, agents, employees or subcontractors (or any entity or individual that Contractor shall bear the legal liability thereof) in performance of professional services under this agreement. With respect to the design of public improvements, the Contractor shall not be liable for any injuries or property damage resulting from the reuse of the design at a location other than that specified in Exhibit A without the written consent of the Contractor.

(b) Other than in the performance of professional services and to the full extent permitted by law, Contractor shall indemnify, defend (with counsel selected by City), hold harmless the Indemnified Parties from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including, without limitation, incidental and consequential damages, court costs, attorneys' fees, litigation expenses, and fees of expert consultants or expert witnesses) incurred in connection therewith and costs of investigation, where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Contractor or by any individual or entity for which Contractor is legally liable, including but not limited to officers, agents, employees or subcontractors of Contractor.

(c) Without affecting the rights of City under any provision of the Agreement, Contractor shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between parties or by the findings of a court of competent jurisdiction. In instances where the City is shown to have been actively negligent and where the City's active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City.

(d) Notwithstanding paragraph (a) above, the following indemnification provision shall apply to a Contractor who constitutes a "design professional" as the term is defined in paragraph 3 below.

(1) When the law establishes a professional standard of care for tasks Contractor shall perform pursuant to this Agreement, to the fullest extent permitted by law, Contractor shall indemnify and hold harmless the Indemnified Parties from and against any and all losses, liabilities of every kind, nature and description, damages, injury (including, without limitation, injury to or death of an employee of Contractor or of any subcontractor), costs and expenses, including without limitation, incidental and consequential damages, court costs, reimbursement of attorneys' fees, litigation expenses, and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation, to the extent same are caused by any negligent or wrongful act, error or omission of Contractor, its officers, agents, employees, or subcontractors (or any entity

or individual that Contractor shall bear the legal liability thereof) in the performance of professional services under this Agreement. With respect to the design of public improvements, the Contractor shall not be liable for any injuries or property damage resulting from the reuse of the design at a location other than that specified in Exhibit A without written consent of the Contractor.

(2) As used in this Section 9, the term "design professional" shall be limited to licensed architects, registered professional engineers, licensed professional land surveyors and landscape architects, all as defined under current law, and as may be amended from time to time by Civil Code § 2782.8.

(e) Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth in herein this Section 9, as applicable to the Contractor, from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement. In the event Contractor fails to obtain such indemnity obligations from others as required herein, Contractor agrees to be fully responsible according to the terms of this Section 9. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth herein is binding on successors, assigns or heirs of Contractor and shall survive the termination of this Agreement or this section.

10. **INSURANCE REQUIREMENTS**

Prior to the beginning of and throughout the duration of the Work, Contractor shall maintain insurance in conformance with the requirements set forth below. Contractor shall use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, Contractor agrees to amend, supplement or endorse the existing coverage to do so. Contractor acknowledges that the insurance coverage and policy limits set forth in this section constitute the *minimum amount of coverage required*. Any insurance proceeds available to City in excess of the limits and coverage required in this agreement and which is applicable to a given loss, will be available to City.

Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees. All Sections of this Agreement and any provision in City's Request for Proposal and Contractor's submitted proposal are subordinate to and superseded by the requirements contained in this Section to the extent that any provision or portion thereof conflicts with or impairs these requirements or any obligation to or right under or pursuant to these insurance

requirements. These insurance requirements are intended to be separate and distinct from any other provision in this Agreement and are intended by the parties to be interpreted as such.

(a) Minimum Scope of Insurance. Coverage shall be at least as broad as:

- (1) Commercial General Liability Insurance – Written on the Insurance Services Office “Commercial General Liability” policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross-liability exclusion for claims or suits by one insured against another.
- (2) Business Auto Coverage –Written on the ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. If Contractor owns no vehicles, this requirement may be satisfied by a non-owned or hired auto coverage. If Contractor or Contractor’s employees will use personal autos in any way on this project, Contractor shall provide evidence of personal auto liability coverage for each person.
- (3) Workers' Compensation/Employer's Liability Insurance - Written on a policy form providing workers' compensation statutory benefits as required by the State of California. Employer's Liability limits shall be no less than one million dollars (\$1,000,000) per accident or disease. Employer's Liability coverage shall be scheduled under any umbrella policy described above. Unless otherwise agreed, this policy shall be endorsed to waive any right of subrogation as respects City, its officers, officials, employees, or agents.
- (4) Professional Liability or Errors and Omissions Insurance as appropriate to the Contractor's profession - Written on policy form coverage specifically designed to protect against acts, errors or omissions of the Contractor and “Covered Professional Services” as designated in the policy must specifically include work performed under this agreement.

(b) Minimum Limits of Insurance. Contractor shall maintain limits no less than:

- (1) General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the

required occurrence limit.

- (2) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
- (3) Errors and Omissions Liability: The policy limit shall be no less than \$1,000,000 per claim and in the aggregate. The policy must “pay on behalf of” the insured and must include a provision establishing the insurer’s duty to defend. The policy retroactive date shall be on or before the effective date of this agreement. Insurance shall continue to be effective to cover all claims made within three (3) years of the completion of the work in the Agreement.
- (4) Excess or Umbrella Liability Insurance (Over Primary): If used to meet limit requirements, it shall provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella liability policy shall include a drop down provision providing primary coverage above a maximum \$25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be provided on a “pay on behalf” basis, with defense costs payable in addition to policy limits. Policy shall contain a provision obligating insurer at the time insured’s liability is determined, not requiring actual payment by the insured first. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to City for injury to employees of Contractor, subcontractors or others involved in the Work. The scope of coverage provided is subject to approval of City following receipt of proof of insurance as required herein.

(c) Deductibles and Self-Insured Retention. Contractor agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any contractor, subcontractor, Architect, Engineer or other entity or person in any way involved in the performance of work on the project contemplated by this agreement to self-insure its obligations to City. If Contractor’s existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the City. At that time the City shall review options with the Contractor, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or the Contractor to procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses or other solutions. Any deductibles in excess of ten percent (10%) or self-insured retention must be approved by the City Manager.

(d) Other Insurance Provisions. The general liability, business auto liability, and any necessary umbrella liability policies are to contain, or be endorsed to contain, the following provisions:

- (1) General liability and umbrella policies shall cover the City, its officers, officials, employees, agents, and volunteers are to be additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, agents, or volunteers. Endorsements including the additional insured shall be identified on standard ISO endorsement number CG 20 10, attached to an ISO-CGL policy or other form as expressly approved by City, and which does not limit the scope of coverage for the additional insured to vicarious liability or to the additional insured's supervision of a given project. Contractor also agrees to require all contractors and subcontractors to do likewise.
- (2) For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respect to the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- (3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees, agents, or volunteers.
- (4) The Contractor'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, and there shall be no cross liability exclusions that preclude coverage for suits between Contractor and City or between City and any other insured. Contractor expressly waives any claim against City for any covered act or event, and Contractor's insurance policy shall not prevent such waiver. The limits of insurance required herein shall in no way limit the liability of the party providing the insurance. In addition, if the coverage or limits available to Contractor exceed that required by this Agreement, and the loss incurred by the additional insured

exceeds the amount required by this Agreement, it is the parties' intent that all such additional coverage and limits available will apply irrespective of the specific coverage or limits required herein.

- (5) No liability insurance coverage provided to comply with this Agreement shall prohibit Contractor, or Contractor's employees, or agents, from waiving the right of subrogation prior to a loss. Contractor agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.
- (6) All insurance coverage and limits provided by Contractor and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations limits the application of such insurance coverage.
- (7) The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the City will negotiate additional compensation proportional to the increased benefit to City.
- (8) For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.
- (9) Contractor acknowledges and agrees that any actual or alleged failure on the part of City to inform Contractor of non-compliance with any insurance requirement in no way imposes any additional obligations on City nor does it waive any rights hereunder in this or any other regard.
- (10) None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

- (11) All coverage types and limits required are subject to approval, modification and additional requirements by the City, as the need arises. Contractor shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect City's protection without City's prior written consent.
- (12) The provisions of any workers' compensation or similar act will not limit the obligations of Contractor under this Agreement. Contractor expressly agrees not to use any statutory immunity defenses under such laws with respect to City, its employees, officials and agents.
- (13) Requirements of specific coverage features, or limits contained in this section are not intended as limitations on coverage, limits, or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be limiting or all-inclusive.
- (14) Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

(e) Acceptability of Insurers. Insurance is to be placed with insurers authorized and admitted to do business in California and with a current A.M. Best's rating of A or better and a financial size of VII or greater, unless otherwise acceptable to the City.

(f) Verification of Coverage and Notice of Cancellation.

- (1) Contractor shall immediately furnish to City certificates of insurance or endorsements, satisfactory to City, evidencing the insurance coverage above required prior to the commencement of performance of services hereunder. These certificates or endorsements shall provide that such insurance is the minimum, is in no way limited by any provision herein, and allows for the application of all coverage available to the additional insureds. Further, the certificates or endorsements shall require thirty (30) days written notice to

additional insured City prior to any termination, suspension, cancellation, or non-renewal, or the reduction of available coverage, or any change in the terms of coverage. Contractor agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate. Contractor shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, Contractor shall forthwith obtain and submit proof of substitute insurance.

- (2) Contractor agrees that if Contractor commences work under this Agreement without first providing City copies of the required insurance certificates or endorsements, that Contractor does so at its own and sole risk. In the event Contractor's insurance is not acceptable to City or copies of insurance certificates or endorsements are not provided, City shall have no obligations to compensate Contractor for such work unless Contractor possesses a notice to proceed from City for this work.
- (3) Within sixty (60) days of the commencement of this Agreement, Contractor shall furnish certified copies of the actual policies and endorsements. Failure to submit such policies shall constitute a material breach of this Agreement entitling City to any and all remedies at law or in equity, including summary termination of this Agreement. If proof of any insurance required under this Agreement is not delivered as required or if such insurance is canceled at any time and no replacement coverage is provided, City shall have the right but not the duty to obtain any insurance it deems necessary to protect its interests under this Agreement, express or implied, in any way relating to City. Any premium for such coverage shall be charged to and promptly paid by Contractor or, at City's option, may be deducted from sums due to Contractor.
- (4) In the event of the premature termination of this Agreement for any reason, Contractor agrees to maintain the required insurance coverage until City provides written authorization to terminate the coverage following a review and determination that all liability posed under this Agreement as to the party providing the insurance has been eliminated.

- (5) Except as outlined in Section 10(b) (3) above, Contractor will renew the required coverage annually as long as City, or its employees or agents face an exposure from operations of any type pursuant to this Agreement. This obligation applies whether or not the agreement is canceled or terminated for any reason. Termination of this obligation is not effective until City executes a written statement to that effect.
- (6) Contractor shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Contractor's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to City within five days of the expiration of the coverages.

(g) Notice of Claim or Loss. Contractor agrees to provide immediate notice to City of any claim or loss likely to involve City or its employees or agents which exceeds \$2,500 or is likely to exceed that amount arising out of the work performed under this Agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

(h) Sub-Contractor Insurance Requirements. Contractor agrees to require that all parties, including but not limited to sub-Contractors and additional Contractors or professional services with whom Contractor enters into contracts or whom Contractor hires pursuant to or in any way related to the performance of this Agreement, provide the insurance coverage required here, at a minimum. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Section. Contractor acknowledges and agrees that upon request, all agreements with sub-Contractors and others engaged in the project contemplated by this Agreement will be submitted to City for review. Contractor agrees and acknowledges that such contracts may require modification as to the insurance requirements necessary to properly protect City.

11. **INDEPENDENT CONTRACTOR**

(a) Contractor is and shall at all times remain as to the City a wholly independent Contractor. The personnel performing the services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Contractor or any of Contractor's officers, employees, or

agents, except as set forth in this Agreement. Contractor shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Contractor shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner.

(b) No employee benefits shall be available to Contractor in connection with the performance of this Agreement. Except for the fees paid to Contractor as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Contractor for performing services hereunder for City. City shall not be liable for compensation or indemnification to Contractor for injury or sickness arising out of performing services hereunder.

12. **LEGAL RESPONSIBILITIES**

The Contractor shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Contractor shall at all times observe and comply with all such laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Contractor to comply with this Section.

13. **UNDUE INFLUENCE**

Contractor declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the City of Twentynine Palms in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City of Twentynine Palms will receive compensation, directly or indirectly, from Contractor, or from any officer, employee or agent of Contractor, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

14. **NO BENEFIT TO ARISE TO LOCAL EMPLOYEES**

No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with this Agreement.

15. **RELEASE OF INFORMATION/CONFLICTS OF INTEREST**

(a) All information gained by Contractor in performance of this Agreement shall be considered confidential and shall not be released by Contractor without City's prior written authorization. Contractor, its officers, employees, agents, or sub-Contractors, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena.

(b) Contractor shall promptly notify City should Contractor, its officers, employees, agents, or sub-Contractors 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 person or party regarding this Agreement and the work performed hereunder or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Contractor and/or be present at any deposition, hearing, or similar proceeding. Contractor agrees to cooperate fully with City and to provide the opportunity to review any response to discovery requests provided by Contractor. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

16. **NOTICES**

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To City: City of Twentynine Palms
6136 Adobe Road
Twentynine Palms, California 92277
Attention: City Clerk

To Contractor: Tripepi Smith
P.O. Box 52152,
Irvine, CA 92619
Attn: Ryder Tod

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17. **ASSIGNMENT**

The Contractor shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Because of the personal nature of the services to be rendered pursuant to this Agreement, only Tripepi Smith shall perform the services described in this Agreement.

Tripepi Smith may use assistants, under its direct supervision, to perform some under this Agreement. Contractor shall provide City fourteen (14) days' notice prior to the departure of key team members from Contractor's employ. Should he/she leave Contractor's employ, the City shall have the option to immediately terminate this Agreement, within three (3) days of the close of said notice period. Upon termination of this Agreement, Contractor's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the City Council and the Contractor.

18. **LICENSES**

At all times during the term of this Agreement, Contractor shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

19. **GOVERNING LAW**

The City and Contractor understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with jurisdiction over the City of Twentynine Palms.

20. **ENTIRE AGREEMENT**

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

21. **SEVERABILITY**

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of the other provisions of this Agreement.

22. **NO PRESUMPTION REGARDING DRAFTER OF THIS AGREEMENT**

The parties acknowledge and agree that the terms and provisions of this Agreement have been negotiated and discussed between the parties and their attorneys, and this Agreement reflects their mutual agreement regarding the same. Because of the nature of such negotiations and discussions, it would be inappropriate to deem any party to be the drafter of this Agreement, and therefore, no presumption for or against validity or as to any interpretation hereof, based upon the identity of the drafter shall be applicable in interpreting or enforcing this Agreement.

23. **ATTORNEY'S FEES**


If any action at law or suit in equity, including an action for declaratory relief, is brought by either party with respect to this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, in addition to any other relief to which it may be entitled, and such amount may be added to, and made a part of, such judgment.

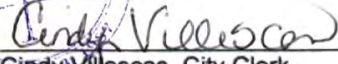
24. **AUTHORITY TO EXECUTE THIS AGREEMENT**

The person or persons executing this Agreement on behalf of Contractor warrants and represents that he/she has the authority to execute this Agreement on behalf of the Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

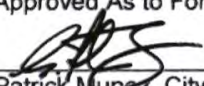
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF TWENTYNINE PALMS

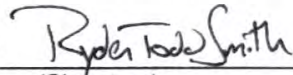
By: 
Frank J. Luckino, City Manager

Attest: 
Cindy Villegas, City Clerk

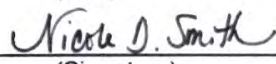
Approved As to Form:


Patrick Munoz, City Attorney

CONTRACTOR: TRIPEPI SMITH

By: 
(Signature)
Ryder Todd Smith

(Typed Name)
President
Its: _____
(Title)

By: 
(Signature)
Nicole D. Smith

(Typed name)
Chief Financial Officer
Its: _____
(Title)

EXHIBIT A

539/022390-0001
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Proposal submitted for:



COMMUNICATIONS SERVICES

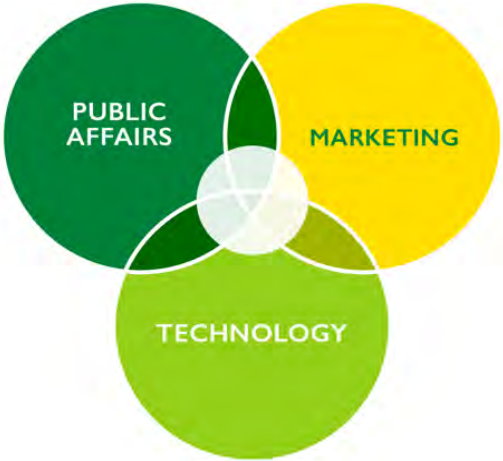
Submitted: December 2021
By: Ryder Todd Smith, Co-Founder & President
Cameron Grimm, Director





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INTRODUCTION & COVER LETTER

Thank you for this opportunity to expand our relationship with the City of Twentynine Palms as its partner in community outreach. Our professional, highly trained team of public affairs, marketing and creative experts is well-positioned to help the City execute on its strategic communications goals and objectives.

Tripepi Smith has a strong record of working with public agencies throughout California. This work includes graphic design, marketing plans, media relations, strategic messaging, social media management, crisis communications and community engagement.

Tripepi Smith is a unique firm. Our mix of technical prowess and policy competency results in the advantages outlined below. In addition to our demonstrated experience and solid references, these three advantages differentiate Tripepi Smith from other firms.

1. No other public affairs firm in California (that we can find) has the certifications in social media and digital platforms that Tripepi Smith has. These certifications evidence our superior understanding of these platforms.
2. The breadth of Tripepi Smith’s team—from policy to photography and videography—is rare. This provides a cohesive, single team that simplifies management for your staff and ensures delivery of a consistent, quality product.
3. Tripepi Smith’s work with dozens of public agencies and municipal partners positions our team to communicate about the spectrum of issues known to local governments. Moreover, team members understand how to relate these issues to all stakeholders, including City staff, City council members, residents, businesses and other public agencies.
4. Though we have a set number of hours proposed in our contract, Tripepi Smith is available to our clients 24 hours per day. There is no “bad time” to call or email us, and our response will be immediate and engaged on the issue at hand.

We appreciate this opportunity to potentially serve the Twentynine Palms community and look forward to collaborating with the City on its communications efforts.

Tripepi Smith’s proposal price is valid for thirty (30) days after submission to you via email.

I sincerely hope we can be your marketing partner and look forward to continuing our work with the team.

Regards,

Ryder Todd Smith
Co-Founder & President
Tripepi Smith



PROJECT UNDERSTANDING & APPROACH

City of Twentynine Palms' Needs

The City of Twentynine Palms values community engagement and seeks to develop and implement a comprehensive, strategic and proactive communications program. Because of this, it is anticipated that these efforts will support a wide range of services, programs and events. We are proposing a retainer agreement for ongoing communication support, which would allow the Tripepi Smith team to work through a detailed and collaborative planning process to craft a comprehensive, strategic communications plan. Through the retainer model, we will execute a baseline of set deliverables, and then can offer discounted hourly rates for ad hoc requests beyond the retainer work.

Communication Services Retainer

The following deliverables will allow for ongoing strategic planning, ensuring the City has a comprehensive and sustained communications plan that will deliver effective messaging to stakeholders. These efforts, in collaboration with City staff, will drive message creation, delivery method and timing.

Bi-Weekly Check-In Calls & Content Planning

To coordinate our efforts with City Staff and sustain momentum on projects, Tripepi Smith will schedule a recurring, one-hour bi-weekly phone call that will include a City-designated lead for our engagement. These weekly calls will help drive content planning for various communications channels, including website articles, press releases, social media content, the City's digital newsletter and any additional needs that may arise. Call content will focus on story plans, new issues or concerns that need to be communicated, identification of major themes or ideas to address in the coming weeks and review of recent comments and social media posts. This will be a working call during which Tripepi Smith will manage an agenda and provide notes for each call. After each call, the client will be sent an action summary email about decisions made on the phone call and related action steps. We will produce work, such as newsletter and article drafts, in a shared workspace where the City can see our progress in real time and provide instant feedback as needed. These tools will deliver enhanced collaboration and speed time to delivery.

Semi-Annual Communications Calendar Planning Sessions

The main goal during these two-hour meetings is that each department identifies key communication opportunities and wins to celebrate in the next 6-12 months. We document all this into a shared spreadsheet/editorial calendar that can then serve as a roadmap for the organization to track communications opportunities. The exercise breaks down barriers between departments and often helps senior staff recognize communications opportunities they were simply unaware of before. The process also includes Tripepi Smith preparing and giving a presentation that covers notable communications wins to review what has worked well.

Communications Tasks (Retainer)

News Articles, Press Releases & Official Statements

Tripepi Smith will draft up to two (2) news articles, press releases and/or official statements per month—each up to five hundred (500) words long. The allocation of stories will be directed by the City with suggestions by Tripepi Smith. The City will make internal subject matter experts available to aid the



development of the stories. The City will provide a media and external agencies notification list for use by Tripepi Smith where a press release scenario is desired. The City will facilitate timely approval of quotes in the release when connected with City Staff or City Councilmembers.

Social Media Management

Content Creation: Social media content creation involves planning, fact-checking, sourcing/creating graphics, grammar checking and scheduling the post. Tripepi Smith will create up to three unique (3) posts per week (or, generally, 13 per month) and distribute them on up to four (4) platforms (e.g. Facebook, Instagram, Twitter, Nextdoor).

Monitoring: Tripepi Smith will monitor posts and inboxes for questions and comments. When appropriate, responses will be drafted, which will occasionally require fact-checking and seeking out guidance from the City. Additionally, ongoing general online monitoring of local Facebook Groups and blogs will be conducted to track community needs, priorities and issues.

Additional: Our work also includes optimizing social media accounts to boost performance and keeping up to date on the latest social media platform updates and options. Boosted posts and targeted ads are also helpful in disseminating information to community members, and Tripepi Smith is fully capable of running and tracking these paid campaigns (fees to be agreed upon and paid by the City).

Ad Hoc Work (if needed)

If there comes the need for any additional ad hoc services, Tripepi Smith is ready to provide those services and is providing our hourly rates in the cost proposal section for the full array of our resources to support City communication efforts. Examples of these ad hoc projects include but are not limited to: video production, photography services, virtual meetings/events, website development and a wide array of graphic design and branding services.

Optional Add-On Monthly Dashboard Metrics Report - \$550 / Month

Each month, Tripepi Smith will provide a summary report in PDF format of the basic metrics (reach, posts, engagement, etc.) related to City-controlled social media platforms and other key metrics if available, such as website visits and e-newsletter platform metrics. This will help us evaluate the success of our efforts as well as serve as an ongoing feedback mechanism for gathering valuable insights that can help inform ongoing communication strategy.

SERVICES & DATA TO BE PROVIDED BY THE CITY OF TWENTYNINE PALMS

Tripepi Smith will regularly require access to reports for background information and, occasionally, subject matter experts while drafting various content. Additionally, administrative access to online platforms such as social media etc. will enable Tripepi Smith to fully and efficiently execute the previously discussed deliverables.



COST PROPOSAL

Tripepi Smith is providing our hourly rates (both standard and discounted retainer) and fixed prices for the services requested. Should the City decide to move forward with Tripepi Smith but has a budget number that must be hit, then Tripepi Smith remains open to collaborating with City Staff to narrow the scope engagement or refine our understanding of the scope needs and modify our pricing accordingly.

Estimated Cost of Retainer Engagement

Deliverable	Quantity/Notes
<u>Project Management</u>	Leverages Director and Junior Business Analyst (JBA)
Bi-Weekly client check-in call	Max. of 60 minutes per call
<u>Social Media Management & Monitoring</u>	Leverages JBA with occasional support from Director
Create and publish social media post content	Up to 3 unique posts per week Social media graphic design included
Monitor local community-run social media	Max. of 2 hours per week
Respond to comments and messages	Unlimited
<u>Content Production</u>	Leverages JBA with review support from Director
Produce (2) news articles or media releases	Up to 500 words each May rely on staff for subject matter expertise
<u>Strategic Communications Planning</u>	Leverages Principal, Director and JBA
Semi-Annual meeting with Dept. heads to plan next year of communication opportunities	1 meeting every 3 months Max. of 2 hours per meeting
Keeping centralized "Content Calendar" updated throughout the year for staff's reference	Via Google Sheets
TOTAL MONTHLY COST	\$5,500



Time and Materials Work

Sometimes, the nature of the work we do cannot be included in a retainer and is best handled on a project price basis or a time & materials basis if sufficient details are not available to fix price a solution. In these cases, Tripepi Smith will use the following information and rates to price this additional work with the City.

Billing

Time at Tripepi Smith is billed in 15-minute increments – i.e. we invoice our time in the following examples: 1.25, 0.75, 4.0 or 6.5 hours.

Annual Increase

Tripepi Smith will increase the hourly rates and retainer fees for all resources by five percent (5%) or the regional CPI index—whichever is higher—each year on the anniversary of the contract, starting in the City fiscal year 2022-23 effective July 1.

Retainer Discount

When client monthly retainers exceed six-thousand-five-hundred dollars (\$6,500) a month, they have access to our reduced Hourly – Retainer rates noted below. Otherwise, any ad hoc work done outside the scope of the Retainer would be at the Hourly – Standard rates.

Resource	Hourly - Standard	Hourly - Retainer
Principal	\$300.00	\$275.00
Director	\$200.00	\$175.00
Art Director	\$200.00	\$175.00
Senior Business Analyst	\$160.00	\$140.00
Business Analyst	\$110.00	\$100.00
Junior Business Analyst	\$85.00	\$75.00
Senior Videographer/Animator	\$160.00	\$145.00
Photographer/Videographer	\$110.00	\$100.00
Senior Graphic Designer	\$145.00	\$130.00
Graphic Designer	\$110.00	\$100.00
Web Developer	\$160.00	\$140.00
Drone Operator	\$160.00	\$145.00

Other Costs

Travel Costs

Travel costs must be pre-authorized and then will be reimbursed by the City for any requested travel. Travel costs to be covered are for airfare, lodging and car rental. If Tripepi Smith is requested to be



onsite, we will invoice for travel time at half rate of the resource’s Standard Hourly Rate. However, if the resource is onsite for at least eight (8) hours of billable time in a day, we will not invoice for travel time.

Equipment Fees

Tripepi Smith offers some services that require equipment, such as drone operations and video production. As such, in those cases, the following rates apply:

	Half Day	Full Day
Video Equipment	\$350	\$550
Drone Equipment	N/A	\$500

- Five-hundred-fifty dollars (\$550) for a full day of video equipment use (includes full set of video equipment). Full day is defined as a shoot lasting four (4) or more hours.
- Three-hundred-fifty dollars (\$350) for a half day of video equipment use. Half day is defined as anything under four (4) hours of video production. All such expenses will be authorized by the City prior to fee being assessed.
- Five-hundred dollars (\$500) per day drone fee applies and is not inclusive of the drone operator time (Drone Operator rate).

Service Fees

	Client Pays Directly	Client Reimburses TS
Print costs, digital advertising, media placement, voiceover/captions	No Fees	10%

Typically, Tripepi Smith prefers to have service providers bill the client directly to avoid additional administrative costs and because we have no economic interest in the service provider selection. If Tripepi Smith is asked to pay the bill for the client, we will apply a ten percent (10%) agency fee to the reimbursement expense. Typical services include, but are not limited to:

Print Costs: Tripepi Smith is happy to use a printer of the client’s choosing for print production work, or to recommend a printer with whom we have experience.

Digital Advertising: Tripepi Smith is a Google Partner and Constant Contact Solution Provider and has Facebook Certified staff. We consider digital platforms to be a cornerstone element of any outreach strategy; often this comes with digital advertising fees.

Media Placement: Tripepi Smith can help liaise on behalf of the City for advertising space within various mediums, such as newspapers, magazine or websites.

Voiceover, Translation and Closed Caption Fees: Tripepi Smith occasionally uses third-party resources to record voiceovers for videos, generate closed captions for videos, and for non-English language translations.

Enhanced Media Monitoring: Tripepi Smith is deeply invested in enterprise-class media monitoring via Meltwater. This platform, combined with our trained staff elevated the capabilities of Tripepi Smith and our clients to listen for and discover media mentions and social media comments that might interest the City. This service can be added as an enhancement on our engagement for \$825 a month including up to 15 custom search queries and the management time of our experts to configure and tune the searches.



Tripepi Smith Partnership Discounts

Tripepi Smith has financial interest in certain related entities. These partnerships allow Tripepi Smith to offer clients extra media reach or additional services at partner pricing. Partnerships include:

PublicCEO

– digital news about public affairs, reaching over 13,000 California government executives

<https://www.publicceo.com>

Civic Business Journal

– digital interest stories about the people in local government

<https://www.civicbusinessjournal.com>

FlashVote

– planning, implementing, measuring civic surveys

<https://www.flashvote.com>

TS Talent Solutions

– talent search services for local government and related agencies

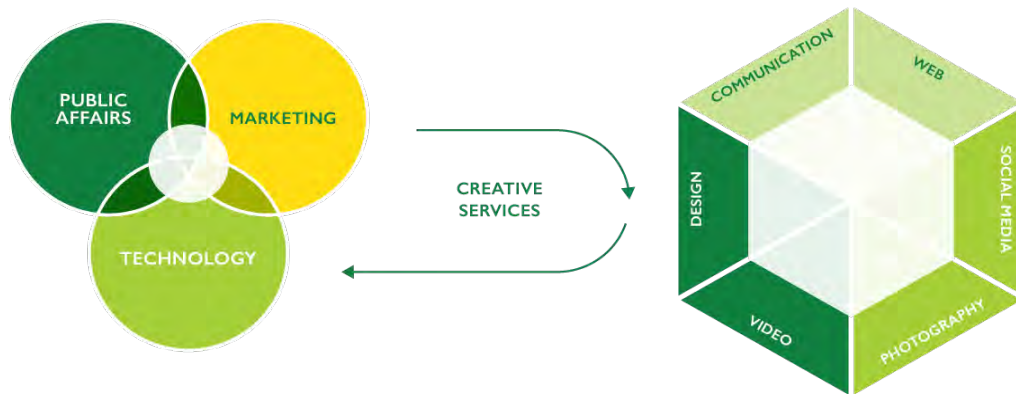
<https://tstalentsolutions.com>



TRIPEPI SMITH BACKGROUND & QUALIFICATIONS

A Public Affairs Firm that Understands Local Government

Tripepi Smith excels at public affairs. We work in a complex environment where successful communications go hand-in-hand with marketing and technical expertise. As a full-service marketing and creative services firm, Tripepi Smith delivers content and design tailored for local government, public agencies, nonprofits and private companies—each strongly represented in our client list.



Grounded in Civic Affairs

Co-Founder and CFO Nicole Tripepi Smith is a second-generation civic affairs professional (her father was a city manager for 28 years), and Co-Founder and President Ryder Todd Smith brings over a decade of public agency marketing and communications experience to the table.

Implementing Strategy and Engaging Audiences

Tripepi Smith recognizes the important interplay of public affairs and design. It’s about presenting ideas that advance communities and public institutions. An important corollary to this is providing the creative services that can build materials to engage audiences and make ideas resonate. Tripepi Smith’s multi-faceted design team enables us to reach these goals and lead effective creative strategy.

Strategic

Tripepi Smith is a provider of technology, communications and public affairs services. We leverage our skills and experiences in each of these areas to deliver efficient, technologically driven communication solutions that reflect our deep understanding of local government. Our team has a strong record of working with public agencies, joint powers authorities and not-for-profit organizations throughout California to better engage and connect with their stakeholders and community.

“...solutions that reflect our deep understanding of local government.”



Creative

Tripepi Smith’s creative professionals have worked with public and private clients on imagery, colors and graphic design in an array of projects. Our firm offers creative services that address not only traditional media such as print, websites, logo design and advertising but also non-traditional marketing services around email campaigns, social media, blogging, Search Engine Optimization (SEO), video production and more. This integrated approach to content development makes the process more efficient and more effective for clients.

Content x Distribution = IMPACT

Tripepi Smith was born in the digital era and brings significant technical skills to the table. Members of our team carry technical certifications in Hootsuite Social Media Marketing, Facebook Blueprint, Google Advertising, Google Analytics and Twitter Flight School, among others. We take digital seriously and recognize how critical it is to not only develop great visuals and messaging, but to ensure the audiences we want to reach actually see that content. Without content distribution, there is no impact.





Services Offered

Strategy, Marketing, Communications

- Strategic development, research, surveys, messaging
- Social media management
- Web and social media strategy, optimization (SEO), metrics
- Web hosting and support
- Email campaigns
- Relations (media, stakeholders, public, government)
- Support and training for events, presentations and virtual gatherings
- Google AdWords, LinkedIn and Facebook advertising

Creative Services

- Full-service graphic design for digital, print and outdoor
- Brand and logo development
- Content generation, writing and editorial
- Output services (digital distribution, print management, mail management)
- Photography, illustration and information graphics
- Video and animation
- Web design and implementation



CLIENT ROSTER

Tripepi Smith has been selected to work with over sixty local government agencies to help with their communications, resident outreach or recruitment needs. We can provide you with contacts at any of these clients if desired and are confident you will find them to be quite happy with our services. Local government agencies who we are currently actively supporting are indicated in **bold**.

California City Management Foundation

City of Aliso Viejo

City of American Canyon

City of Azusa

City of Bellflower

City of Claremont

City of Coronado

(City of) Culver City

City of Cupertino

(City of) Daly City

City of Danville

City of Duarte

City of El Cerrito

City of Fountain Valley

City of Fullerton

City of Grover Beach

City of Hawaiian Gardens

City of Huntington Beach

City of Indian Wells

City of Industry

City of Irvine

City of La Cañada Flintridge

City of La Palma

City of La Puente

City of La Verne

City of Lake Forest

City of Laguna Hills

City of Laguna Niguel

City of Lancaster

City of Livermore

City of Lomita

City of Lynwood

City of Manhattan Beach

City of Manteca

City of Martinez

City of Millbrae

City of Morgan Hill

City of Morro Bay

City of Murrieta

City of Napa

City of Norwalk

City of Orange

City of Palm Desert

City of Palmdale

City of Paramount

City of Pico Rivera

City of Pismo Beach

City of Placentia

City of Pomona

City of Rancho Palos Verdes

City of Rancho Mirage

City of Riverbank

City of Rolling Hills Estates

City of San Luis Obispo

City of Santa Ana

City of Santa Clarita

City of Santa Cruz

City of Santa Paula

City of Saratoga

City of Stanton

City of South Gate

City of Sunnyvale

City of Tracy

City of Twentynine Palms

City of Vallejo

City of Vista

City of Walnut

(City of) Yuba City

Merced County

Santa Barbara County

Town of Windsor

Town of Yucca Valley

CalChoice Energy CCA

Clean Energy Alliance

California Joint Powers Insurance Authority

Citrus Heights Water District

Costa Mesa Sanitary District

El Toro Water District

Independent Cities Finance Authority JPA

Inland Empire Utilities Agency

League of California Cities

Municipal Management Association of Northern California

Municipal Management Association of Southern California

Orange County City Manager Association

San Gabriel Valley City Managers' Association

South Orange County Wastewater Authority

Orange County City Manager Association

San Gabriel Valley City Managers' Association

South Orange County Wastewater Authority

South Orange County Wastewater Authority

South Orange County Wastewater Authority



CLIENT REFERENCES

Tripepi Smith has been selected to work with over sixty local government agencies to help with their communications. We can provide you with contacts at any of these clients if desired and are confident you will find them to be quite happy with our services.

Contact	Description
<p>City of Culver City Shelly Wolfberg Assistant to the City Manager 310.253.6008 shelly.wolfberg@culvercity.org 9770 Culver Blvd. Culver City, CA 90232</p>	<p>Full Communications Assessment, strategic communications support, digital advertising campaigns, community education campaigns, graphic design, media relations, social media management, videography, photography</p> <p>Project Lead: Jon Barilone, Director</p> <p>Engagement: 2016 to Present</p>
<p>City of Grover Beach Matt Bronson City Manager 805.473.4567 mbronson@groverbeach.org 154 S 8th Street Grover Beach, CA 93433</p>	<p>Weekly client calls, press releases/articles, monthly community e-newsletter, media and social media monitoring, social media management, monthly metrics reporting and quarterly content planning. Ad hoc crisis comms, graphic design and revenue measure outreach.</p> <p>Project Lead: Emily Mason, Sr. Business Analyst</p> <p>Engagement: 2020 to Present</p>
<p>City of La Cañada Flintridge Carl Alameda Assistant City Manager 818.790.8880 calameda@lcf.ca.gov One Civic Center Drive La Cañada Flintridge, CA 91011</p>	<p>Strategic communications support, quarterly newsletter content and layout, graphic design, media relations, article and press release development, social media management</p> <p>Project Lead: Cameron Grimm, Director</p> <p>Engagement: 2014 to Present</p>
<p>City of Indian Wells Micaela Wilkey Management Analyst 760.578.2545 mwilkey@indianwells.com 44950 Eldorado Drive Indian Wells, CA 92210</p>	<p>Communications Strategy/Plan, strategic communications support, social media management, digital newsletter design and content, writing articles and press releases, website content updates, photography, videography, special event support</p> <p>Project Lead: Cameron Grimm, Director</p> <p>Engagement: 2018 to Present</p>



WORK SAMPLES

We encourage you to see additional examples of the work we have done for clients through our online portfolio at <https://www.tripepismith.com/work>.

PROJECT TEAM STAFFING




Tripepi Smith’s team of 30+ communications experts offers the right professionals for the job while being small enough to be nimble and responsive. Tripepi Smith has a spectrum of experience and skills that allows us to apply the appropriate resource to the appropriate tasks to both execute faster and reduce engagement costs. These skills vary by both years of experience and core hard skills (graphic design, videography, writing, and social media, for examples). At Tripepi Smith, experienced directors and analysts drive strategy and implement messaging with support from two in-house accredited public relations professionals. Government affairs experts and policy wonks innovate for our dozens of municipal clients. Eight full-time creative professionals generate compelling branding, websites, design, social media, photography and video. The result: we have an ability to tell a complete story across mediums all within our one team.

Our firm operates in a virtual office environment. Being virtual allows us to engage the right talent at the right time, and it enables us to operate more efficiently to save money for our clients. That said, the team—composed of policy wonks, creative message developers, technology gurus and graphic and fine artists—is located throughout Southern California, Arizona (1), New Mexico (1) and Texas (2).

It is anticipated that Director **Cameron Grimm** will be the team lead for the proposed engagement, focusing on high-level strategic. Cameron and/or Tripepi Smith Principal **Ryder Todd Smith** will make leadership presentations, facilitate community discussions and actively participate with senior staff in ideation and brainstorming. Cameron will also handle the day-to-day project management, logistics, coordination and creative direction for writing and design. Junior Business Analyst **Skyler Addison** and **Danielle Rodriguez** will take on much of the day-to-day content production work in the retainer, such as drafting social media posts and press releases. Graphic Designer **Sara Madsen** will assist with graphic design projects as needed.



Proposed Team Qualifications

Team Member	Role Description
 <p>Cameron Grimm Director</p>	<p>After a passion for storytelling compelled her to pursue a Bachelor of Arts degree in English at Scripps College, Cameron went on to study video editing and production at the Los Angeles Film School. This education led her to acquire more than 10 years of experience in video production and she later expanded her career into other areas of marketing communications. Her most recent previous role as Director of Creative Services at Claremont McKenna College allowed her to manage print communication pieces and social media in addition to video work. Cameron’s background includes experience in a variety of industries including higher education, entertainment and the nonprofit sector. Her client work includes City of Indian Wells, City of La Cañada Flintridge, City of Burlingame and City of Sunnyvale.</p> <p>Cameron is a certified Hootsuite Social Marketing Professional and Constant Contact Certified Solutions Provider and has YouTube certifications in Content Ownership, Channel Growth and Creative Essentials. Her video work in Indian Wells won a 2020 CAPIO EPIC award. She is also a Library Board Member for the City of Rio Rancho.</p>
 <p>Skyler Addison Jr Bus. Analyst</p>	<p>Skyler Addison knows the power of a well-told story in transforming and transmitting a message to a large audience. She is a recent graduate of Claremont McKenna College, receiving honors in her dual Literature and Government B.A. Skyler was involved in several activities on campus that enhanced her writing, event planning and marketing skill sets. She was most recently a student manager for Gould Center for Humanistic Studies, a research institute where she established creative research fellowships and robust online programming for students. Skyler completed professional internships in both majors that have enabled her to illuminate the intersection between messaging and good governance.</p> <p>Skyler is a certified Hootsuite Social Marketing Professional. Her client work includes: Civiltec, City of La Cañada Flintridge, City of Duarte, Town of Yucca Valley, City of Pico Rivera, City of Orinda and the City of Anaheim.</p>
 <p>Danielle Rodriguez Jr Bus. Analyst</p>	<p>Danielle has previous experience in several industries: transportation, public affairs, and non-profit. She graduated from California State Polytechnic University, Pomona (Cal Poly Pomona) with a Bachelor of Science degree in Communication with a minor in Public Relations. She developed her leadership and writing skills at Cal Poly Pomona with on-campus experience as Sports Editor of Cal Poly Pomona’s campus newspaper, The Poly Post, and as a Public Relations Intern for Patti Stanger from Bravo’s “Millionaire Matchmaker.” After graduating, Danielle developed her media and community relations skills at Metrolink and Arellano Associates, where she provided strategic communication support for transportation, private and non-profit clients. She has specific experience with large capital projects where she has addressed proactive communications, staffed hotlines and developed routine processes to receive public feedback and address community concerns.</p> <p>Danielle is a certified Hootsuite Social Marketing Professional. Her clients include Foster City, City of Manteca, City of Twentynine Palms, CalChoice and City of Duarte.</p>



Sara Madsen
Bus. Analyst

Sara Madsen is a talented graphic designer with a background in marketing and environmental sustainability, in which she earned her degree from San Diego State University. Her formal education in Visual Communications and passion for the environment led her to complete a Creative Design internship with ECOLIFE Conservation. During her time with the non-profit, she advanced her strategic approach to graphic design. As a continuation of her interest in non-profits, NGOs, and the public sector, Sara tackles graphic design, digital marketing and web development projects for clients and Tripepi Smith.

Her clients include City of Indian Wells, City of Paramount, City of Hawaiian Gardens, City of Vallejo, City of Lomita, City of Culver City, City of Palm Desert, City of Palmdale, California Choice Energy Authority, Santa Clarita Valley Water, California Joint Powers Insurance Authority, Renne Public Law Group and Civiltec Engineering.

Sara is certified as a Constant Contact Certified Solutions Provider and Hootsuite Social Marketing Professional. She has also completed the Public Policy Making Academy II at the University of California, Irvine and the Executive Education Forum for Local Leaders at the University of Southern California.



STAFF REPORT

TO: City Council and City Manager
FROM: Recreation Programs Supervisor
FOR MEETING: Feb 08 2022

SUBJECT: 2022/2023 CDBG Project Funding Prioritization.

RECOMMENDATION:

The City Council approve and prioritize the allocation of CDBG funds for Fiscal Year 2022/2023 for construction improvements to Luckie Park.

ORDER OF PROCEDURE:

- Request Staff Report (Recreation Division Manager Presenting)
- Council Questions of Staff
- Receive Public Comment
- Council Discussion
- Motion/Second
- Discussion of Motion
- Call the Question

ATTACHMENTS:

- [2022-23 All Eligible-Twentynine Palms projects](#)

- [TWEN22CN-006 Construction 29 Palms City](#)

- [TWEN22PS-006 San Bernardino County Library](#)

- [TWEN22PS-017 Reach Out Morongo Basin](#)

- [TWEN22PS-020 FSA](#)

- [TWEN22PS-029 Twentynine Food Pantry](#)

- [TWEN22PS-034 Mil Tree Veteran Project](#)

- [TWEN22PS-046 Morongo Basin Unity Home](#)

BACKGROUND:

In October of 2021, the County of San Bernardino requested applications for use of Community Development Block Grant (CDBG) funds for use within the City of Twentynine Palms. During the month of January, the Community Development and Housing Department (CDH) reviewed applications submitted for funding eligibility. The list of eligible projects was then forwarded to the City for recommended funding.

This year the City will be receiving (+/-) \$174,992 in CDBG funds. However, the City has received a total of \$232,500 in requests. As in years past, Staff is recommending that the CDBG funds be allocated to a city project, and in this case to the construction improvements to Luckie Park. Staff is also recommending that the City Council back fill the other non-profit funding requests using budgeted general fund dollars.

Due to the COVID-19 pandemic, funding allocations to non-profits for Fiscal Year 2019/20 and 2020/21 was temporarily suspended. Instead, the City Council approved and allocated over \$100,000 in CDBG Cares Act Funds to non-profit food providers within Twentynine Palms.

Once the City Council approves and prioritizes the project, it will be sent to the County Board of Supervisors for approval in mid to late March with funding becoming available July 2022.

ENVIRONMENTAL:

None

ALTERNATIVES:

The City Council could choose not to approve or prioritize funding for the project; therefore, the funding will not be allocated by the County.

FISCAL IMPACT:

None.

San Bernardino County
Department of Community Development and Housing
2022-23 CDBG Project Proposals

Location	Applicant	Application Number	Project Title	Request Amount	Comments	Eligible: Yes / No
Twentynine Palms	Kary Minatrea, recreation Division Manager City of Twentynine Palms 6136 Adobe Road Twentynine Palms, CA 92277 kminatrea@29Palms.org 760-367-7562 ext. 1027	TWEN22CN-006	Twentynine Palms: Improvements to Luckie Park	\$ 165,000.00	Eligible Construction Project - Construction will be managed by the City of Twentynine Palms at Luckie Park to include but not be limited to reconstruction of decking and other renovations to the pool area and ADA improvements to restrooms. Luckie Park is in a primarily residential neighborhood. This project will serve 7,270 residents in the local area, of which 3,815 are low-to moderate- income. Compliance with the Davis-Bacon and other related Acts could increase the cost of this project by 20% or more.	Yes
Twentynine Palms	Patricia Turley, Interim County Librarian 777 East Rialto Avenue San Bernardino, CA 92415-0770 Patty.Turley@lib.sbcounty.gov 909-387-2220	TWEN22PS-006	Twentynine Palms: Adult Literacy Program	\$ 10,000.00	Eligible Public Service - Services are limited to low- and moderate-income clients and requires documentation of at least 51% of the clients are low- to moderate-income. Client eligibility (for all clients including illiterate adults) must be evidenced by documentation and data concerning beneficiary family size and income. CDBG funds will be used to pay for personnel services. Services are provided by San Bernardino County Library Department staff and volunteers. Service Location: 6078 Adobe Road, Twentynine Palms, CA 92277.	Yes
Twentynine Palms	Robin Schlosser, Director Reach Out Morongo Basin P.O. Box 2225 Twentynine Palms, CA 92277 director@reachout29.org 760-361-1410	TWEN22PS-017	Twentynine Palms: Direct Food and Transportation Services - Reach Out Morongo	\$ 20,500.00	Eligible Public Service - Reach Out Morongo will contract with the City of Twentynine Palms to provide direct food and transportation services to approximately 600 persons from low to moderate income households in the City of Twentynine Palms and surrounding areas. Public Services are limited to low-and moderate-income households and require monthly documentation that at least 51% of the households served qualify as low-and moderate-income.	Yes
Twentynine Palms	Cheryl-Marie Hansberger, Chief Executive Officer Family Service Association 21250 Box Springs Rd., Ste 212 Moreno Valley, CA 92557 Cheryl.Hansberger@fsaca.org 951-686-1096	TWEN22PS-020	Twentynine Palms: Senior Meals Program - Family Services Association	\$ 10,000.00	Eligible Public Service - Family Service Association (FSA) will provide a senior congregate and mobile meals program to seniors in the City of Twentynine Palms. Curbside pick-up of meals is also offered. FSA expects to serve 300 unduplicated clients throughout the program year. Public Services are limited to low-and moderate-income persons and require monthly documentation that at least 51% of the persons served qualify as low-and moderate-income. Seniors are a presumed 51% low-to moderate-income population. However, documentation is still required.	Yes
Twentynine Palms	Lori Jo Cosgriff, Presient 29 Palms Community Food Pantry and Outreach Ministries, Inc. P.O. Box 782 Twentynine Palms, CA 92277 kevininokinawa@hotmail.com 760-900-1169	TWEN22PS-029	Twentynine Palms: Community Food Pantry Program	\$ 10,000.00	Eligible Public Service: The City of Twentynine Palms will contract with 29 Palms Community Food Pantry and Outreach Ministries, Inc., to pay direct costs associated with providing food to approximately 186 persons from low to moderate income households in the City of Twentynine Palms and surrounding areas. Public Services are limited to low-and moderate-income persons and require monthly documentation that at least 51% of the persons served qualify as low-and moderate-income.	Yes
Twentynine Palms	Cheryl Montelle, Executive Director/Founder Mil-Tree Veteran Project P.O. Box 1762 Joshua Tree, CA 92252 miltreecommunity@gmail.com 323-791-2986	TWEN22PS-034	Twentynine Palms: Mil-Tree Veteran Project	\$ 7,000.00	Eligible Public Service - Mil-Tree Veteran Project will contract with the City of Twentynine Palms to provide various health services such as Trauma Center Trauma Sensitive yoga and creative activities including writing, music, yoga, movement and dialogue, as well as counseling services to approximately 30 low to moderate income persons in the City of Twentynine Palms and surrounding communities. Expected ratio 60% veterans with PTSD and 40% civilians. Public Services are limited to low-and moderate-income persons and require monthly documentation that at least 51% of the persons served qualify as low-and moderate-income.	Yes
Twentynine Palms	Susanna Barnett, Executive Director Morongo Basin Unity Home, Inc. 7237 Joshua Lane Yucca Valley, CA 92284 ed@unityhome.org 260-366-9663	TWEN22PS-046	Twentynine Palms: Playground Shade Structure - Morongo Basin Unity Home	\$ 10,000.00	Eligible Construction Project - Construction will be managed by the City of Twentynine Palms to include purchase and installation of a shade apparatus to provide playground shade to children of approximately 5,051 persons staying at the domestic violence shelter, Morongo Basin Unity Home. City will need to ensure this shade type apparatus is affixed, bolted to cement and not movable, to be used at Morongo Basin Unity Home only. For any project over \$2,000, compliance with the Davis-Bacon and other related Acts is enforced and could increase the cost of by 20% or more. The City will provide a general fund guarantee that any construction using CDBG funds will be used primarily for CDBG eligible programs and if not, then the City will pay back the County with general (non-restrictive) funds.	Yes



TWEN22CN-006

Log Number
(Office Use Only)

**San Bernardino County
Fiscal Year 2022 - 2023
Construction Improvement Application**

The following documents must be submitted in the order listed, please be sure to submit all attachments to your application.

<input checked="" type="checkbox"/>	Exhibit 1: Organization Information
<input checked="" type="checkbox"/>	Exhibit 2: Project Information
<input checked="" type="checkbox"/>	Exhibit 3: Project Characteristics
<input checked="" type="checkbox"/>	Exhibit 4: Priority Needs:
<input checked="" type="checkbox"/>	Exhibit 5: Project Budget & Sources
<input checked="" type="checkbox"/>	Exhibit 6: Proposed Goals and Milestones
<input checked="" type="checkbox"/>	Exhibit 7: Agency Capacity Narrative
<input checked="" type="checkbox"/>	Exhibit 8: Civil Rights Laws Compliance And HUD Good Standing
<input checked="" type="checkbox"/>	Exhibit 9: Signatures And Assurances
<input checked="" type="checkbox"/>	Maintenance And Operations Agreement
<input checked="" type="checkbox"/>	Application Checklist

Exhibit 1: Organization Information

Organization Name:

Kary Minatrea

Organization Address:

6136 Adobe Road

City/State/Zip: Twentynine Palms / CA / 92277

Phone: 760-367-7562X1027

Fax: 760-367-5679

Email: kminatrea@29palms.org

Applicant Type: Construction

Authorized Person Name: Kary Minatrea

Authorized Person's Title: Recreation Division Manager

Address: 6136 Adobe Road

City/State/Zip: Twentynine Palms / CA / 92277

Phone: 760-367-7562X1027

Fax: 760-367-5679

Email: kminatrea@29palms.org

Application Contact Person's Name: Kary Minatrea

Application Contact Person's Title: Recreation Division Manager

Explain the Agency's 1) Mission, 2) Purpose, 3) Population Served, 4) Number of years serving population, 5) Supportive Services, their Funding Sources, and Start/End Dates.

The City of Twentynine Palms seeks to create and promote the economic and social well being of it's residents while maintaining our relaxed atmosphere and air quality, as well as simultaneously creating a stronger and more diversified economy through attracting arts and tourism development, health/retirement, recreational and clean non-polluting industries. The city has an estimated population of 28,000 residents. Luckie Park has been in existence since July of 1965 and is one of two parks situated within the city boundaries. The park is approximately 20 acres in size. This particular park is considered the main park of the city, where most recreational and community events are held. It has many amenities such as; two baseball and two softball fields, a skate park, public restrooms, three picnic shelters, the city's only public swimming pool, a full size soccer field, three full sized basketball courts, a racquetball court, playground, and community hall. The Parks and Recreation Department office is also located within the park. The park is operated and maintained with city general funds.

Exhibit 2: Project Information

Project Title:

Improvements to Luckie Park

Address:

74362 Joe Davis Drive/5885 Luckie Avenue/5882 Luckie Avenue

City /State/Zip:

Twentynine Palms / CA / 92277

County Supervisorial District where project will be located:

- 1st District
- 2nd District
- 3rd District:
- 4th District
- 5th District

Is this a new construction project, or a request for additional funding to an existing CDBG Project?

New Construction Project

If requesting additional funds for an existing CDBG project, provide prior CDBG project number?

Project Type (Description):

Improvements needed include, adding additional ADA accessible restrooms and showers in order be in compliance with ADA regulations. Replace or resurface of the pool deck due to cracks and exposed rusted metal joints. Addition of shade structures at the skate park. Resurfacing of all three outdoor basketball courts which are water damaged and cracked.

Eligible Block Group

Indicate eligible Block Group to be benefited by CDBG Funds requested. Provide a map identifying the eligible census block as indicated in the Eligible Census Blocks.

The census tract number in which the Luckie Park Pool is located is in Tract 010433, however the facility serves the entire community of Twentynine Palms.

EXHIBIT 2A: Countywide Vision

Indicate Yes/No in the table below which countywide vision goals are pertinent to the proposed project.

Countywide Vision

Countywide Vision	Yes/ No
Implement the Countywide Vision.	Yes
Create, Maintain and Grow Jobs and Economic Value in the County.	Yes
Improve County Government Operations.	Yes
Operate in a Fiscally-Responsible and Business-Like Manner.	Yes
Ensure Development of a Well-Planned, Balanced, and Sustainable County.	Yes
Maintain Public Safety.	Yes
Provide for the Health and Social Services Needs of County Residents.	Yes
Pursue County Goals and Objectives by Working with Other Governmental Agencies.	Yes

Provide a brief narrative of how your project meets the Countywide Vision:

The City of Twentynine Palms envisions a sustainable system of high quality education, community health, public safety, housing, retail, recreation, arts and culture and infrastructure. The development of sustainable systems complements our natural resources and environment. The replacement and addition of amenities at this park will benefit the community while providing safe, accessible, equitable facilities.

Exhibit 3: Project Characteristics

Street address and nearest cross streets of the site where the program will be carried out:

Legal property owner:

City of Twentynine Palms

What is the current zoning?

Public

Is this use permitted in this zoning?

Yes

Is a conditional use permit required? Yes/No

No

Complete applicable items for all construction projects:

- Assessor's parcel number:
0623162030000/062316113000/062316202000/062316105000/062316104000/062316
- Square footage of proposed building or building addition:
- Square footage of construction site parcel:
20 Acres
- Length of improvements if street, water or sewer project:
- Service capacity of existing facility:
N/A
- Improved service capacity of the facility:
N/A
- Age of structure:
N/A
- Is the structure registered as a historic landmark under state, federal or local Law?
NO

Describe the geographic boundaries of the neighborhood, community, or region to be served by this project. This description must include service area boundaries if land acquisition or structural improvements are proposed (attach a map):

The City of Twentynine Palms as well as the surrounding unincorporated areas of the Morongo Basin.

Exhibit 4: Priority Needs:

Complete the table below by answering “Yes” or “NO”.

Public Facility’s Needs:	Yes/ No:
Senior Center Improvements	No
Community Center Improvements	Yes
Child Care Center Improvements	No
Youth Center Improvements	Yes
Park & Recreation Improvements	Yes
Social Care Facility Improvements	Yes
Code Enforcement Needs	Yes
Code Enforcement	Yes
Demolition and Clearance	No
Blight Abatement	
Infrastructure Needs	Yes
Water and Sewer Improvements	No
Drainage Improvements	Yes
Street Improvements	No
Sidewalk Improvements	No
Commercial/ Industrial Infrastructure Development	Yes
Accessibility Needs	Yes
Removal of Architectural Barriers	No
Historic Preservation Needs:	No
Historic Preservation Improvements	No
Other:	No

Exhibit 4: Priority Needs (continued)

HUD Demographics: (Please indicate Yes/No)

- Does this project help prevent homelessness?
No
- Does this project help the homeless?
No
- Does this project help those with HIV or AIDS?
No
- Does this project primarily help persons with disabilities?
Yes

Why this project is considered a priority?

The park and its facilities are shared with the Morongo Unified School district and other groups, as they do not have access to sports fields or a swimming pool. The popularity of the park requires upgrades and maintenance in order to provide a safe, equitable space for all.

Why this project is needed, Site the evidence to substantiate the need?

Programs and services offered are growing. Popularity and overuse of the park as well as exposure to the elements have caused amenities to wear out or need upgrading faster than usual.

Why must this proposed project be funded now versus receiving funding in future years?

In order to be in compliance with current health and safety codes. To be able to provide equitable spaces, upgrades will need to be done in the near future.

What are the ramifications if this project is not recommended for funding in this fiscal year?

The city will need to allocate funds from reserves to fund the projects or wait for additional funding to become available.

What is the project's population to be served?

The City of Twentynine Palms has an estimated population of 28,000 residents. The park is a public space that is available to all members of the community and unincorporated areas of the Morongo Basin. Families, senior citizens, youth and adults of all ages and abilities utilize the facilities.

What is the projects accomplishment level?

The project has not been started. Ideally, the project would be completed within the next 12-18 months.

Summarize the Scope of Work; include in your summary the number of units or activities the project will complete with CDBG funds.

With CDBG funding, the city will be able to install a new ADA accessible restrooms and showers, replace or refinish the swimming pool deck, add shade structures to the skate park, resurface all three outdoor basketball courts.

Describe how the project preserves a low and moderate-income neighborhood, or provides other community benefits.

The project facility is located in a low and moderate income neighborhood and will be used not only by residents within a short distance, but to all within the community as well as the unincorporated areas.

Exhibit 5: Project Budget & Sources

Provide the estimated financial data for the project as requested below for the appropriate project group. Costs should be based on the best information available. When preparing this data, consider the following factors: (a) project should be completed in one phase if possible, or if phased, operational capability of the phases should be independent of each other; (b) a phased project should be prioritized and broken into distinct parts, with estimated cost and priority for each part; (c) apply federal prevailing wage rates to construction projects over \$2,000.

Project Budget		
	SB County Share (\$):	Other Source (\$):
Architectural and engineering services		
Site acquisition		
Local Review application		
Construction	\$165,000.00	\$0.00
Other:		
Total	\$165,000.00	\$0.00
Overall Total Project Cost: (CDBG Share + Other Source)		\$165,000.00

Exhibit 5A: CDBG Funds Requested and Leveraging Information

Indicate the amount being requested by the city.

City	Amount Requested (\$) (This amount should match the grand total requested from CDBG Share)
Twentyni	\$165,000.00

Leveraging items may include any written commitments that will be used towards your cash match requirements in the project, as well as any written commitments for building, equipment, materials, services and volunteer time.

Source of Funding:	Type of Funding: (Grant Name, EFSP Money)	Amount (\$):	Date Available: (11/22/2016)
Federal Funding			
State Funding			
County Funding			
Private Funding			
Other:	City General Fund	\$25,000.00	07/01/2022
Total Leveraging Funds		\$25,000.00	

Exhibit 6: Proposed Goals and Milestones

Explain how the project will meet contract goals and milestones. *For example, project expenditures and performance/accomplishment goals of 40% by September 30th, 50% by December 31st, 80% by March 31st, and 100% by June 30th.*

Project completion date expected to be 100 percent complete by December 2022.

Fill-in the table below with dates for submission of reimbursement claims and the estimated amount of each.

Date of Reimbursement:	Amount (\$):
12/28/2022	\$165,000.00
Total Reimbursement:	\$165,000.00

**EXHIBIT 7: Agency Capacity Narrative
(Non-Profit Organizations Only)**

- Describe the roles of key administrators, staff members, and volunteers within your agency that will implement the proposed project. In your description include experience, education, and licensing qualifications.

The staff within the city who have experience with the successful completion of CDBG, state, federal construction projects include the finance director, city manager and recreation division manager.

- Describe your agency’s experience in administering government and/or public funds.

The City of Twentynine Palms has an excellent reputation of completing federal, state, city and county projects in a timely manner.

- Describe your method to sustain project viability over the multi-year process if funding decreases.

The city has been participating in CDBG projects for over 30 years and will continue to maintain all facilities.

INSTRUCTIONS: Complete the table below by marking “YES” or “NO” to the questions listed below.

Question:	Yes/ No
<i>Example: Have you received federal funds in the past five years?</i>	Yes
In the past ten years, has your organization ever had its nonprofit status revoked or withheld by the IRS, the Secretary of State, the State Attorney General, or the Franchise Tax Board?	No
Has your organization been sued in the last five years?	Yes
Are any of your managers or staff with fiscal responsibilities involved in litigation presently that has any bearing on fiduciary trust or employee relations?	No
Have any unfavorable rulings been handed down by any court against your organization or Executive Director the last five years?	No
Does your organization currently have any unresolved fiscal, reporting, or program issues with any of its funding sources?	No

Exhibit 8: Civil Rights Laws Compliance And HUD Good Standing

Answer the following questions:

Has your organization been a past recipient of assistance under a HUD McKinney Act program or the HUD Single Family Property Disposition Homeless Program?

No

If you have been a recipient under either of these programs, has your agency experienced any project or construction delay, HUD finding or outstanding audit that HUD deems serious regarding the administration of HUD McKinney Act programs or the HUD Single Family Property Disposition Homeless Program?

No

If you answered “Yes”, please explain the circumstances and outcome below.

Applicants must be in compliance with applicable civil rights laws and Executive Orders. Applications will be rejected if your agency has any of the following: (1) Any pending civil rights lawsuit instituted by the U.S. Department of Justice; (2) Any noncompliance with civil rights statutes, Executive Orders or regulations as a result of formal administrative proceedings, unless the applicant is operating under a HUD-approved compliance agreement designed to correct the area of noncompliance or is currently negotiating such an agreement; (3) Any unresolved Secretarial charge of discrimination issues under Section 810(g) of the Fair Housing Act, as implemented by 24 CFR 103:400; (4) Any adjudication of a civil rights violation in a civil action brought against the Organization by a private individual, unless the applicant is operating in compliance with a court order designed to correct the area of noncompliance or the applicant has discharged any responsibility arising from such litigation; (5) Any deferral of the processing of applications from the sponsor imposed by HUD under Title VI of the Civil Rights Act of 1964, the Attorney General’s Guidelines (28 CFR 50.3) or the HUD Title VI regulations (24 CFR 1.8) and procedures, or under Section 504 of the Rehabilitation Act of 1973 and HUD Section 504 regulations (24 CFR 8.57). If one or more of these situations exists with your Organization, please attach a brief description.



**E- Signature Authorization
San Bernardino County
Community Development and Housing
Community Development Block Grant
2022 - 2023 Application**

Dena Fuentes
Deputy Executive Officer

Gary Hallen
Director

Application Title: Improvements to Luckie Park
Applicant Name: Kary Minatrea

In order to comply with all applicable federal grant regulations, a hard-copy of this E-Signature Authorization containing an original wet signature must be filed with the San Bernardino County, Community Development and Housing (CDH) in order for the applicant to electronically sign the Community Development Block Grant (CDBG) application documents online. This authorization may only be completed by a registered owner, partner, executive officer, or authorized employee (with proof of authorization) of the applicant submitting this form and must contain an original signature to be submitted to the CDH.

Authorization Agreement

I am an owner, partner, executive officer, or duly authorized employee of the below-listed applicant and have authority to enter into agreements on behalf of the below-listed applicant. CDH may rely on the receipt of such agreements executed and delivered by facsimile or other electronic means as if the original had been received. The undersigned agrees that the electronic signatures appearing on documents submitted from the below-listed applicant are the same as handwritten signatures for the purposes of validity, enforceability and admissibility. By signing this Electronic Signature Authorization Agreement, I authorize the CDH to accept, via electronic submission, documents submitted from the below-listed applicant as required by the CDH's Community Development Block Grant 2022 - 2023 Funding Application.

I understand that CDH may change the CDBG application system from time to time. I agree that the below-listed applicant will electronically sign all documents requiring a signature related to the CDBG funding application.

My signature on this form certifies that:

I agree that entering my name in the CDBG funding application system constitutes my electronic signature. I understand that any information and documents submitted using my name is electronically certifying my signature. I understand that I am legally bound, obligated, and responsible by use of my electronic signature as much as I would be by my handwritten signature. I agree that I will protect my signature from unauthorized use, and that I will contact CDH immediately, upon discovery that my electronic signature has been compromised. I certify that my electronic signature is for my own use, and that I will not delegate it or share it with any individual.

This request is effective immediately upon receipt by the CDH and will remain in effect until the end of the 2022 - 2023 CDBG funding cycle or I choose to cancel this request via written notification to the CDH. I understand that it is my responsibility to update and/or cancel this request under all circumstances, including my departure or terminated association with the below-listed applicant.

By signing the E- Signature Authorization Form we certify that this agency will also comply with the following:

Non-discrimination:

This organization will, through all possible means, ensure equal opportunity for all persons to receive services, to participate in the volunteer structure, and to be employed regardless of age, handicap, national background, race, religion, or sex. An existing sectarian nature of the agency shall not suffer impairment under this agreement, but participation in religious observances, rituals or services will not be required as a condition of receiving food, services, or shelter paid for by this grant.

Accountability:

We commit this organization, if a grant is received, to provide all reports to the County as required; to expend monies only on eligible costs; to keep complete documentation (copies of all canceled checks, invoices, receipts, etc.) on all expenditures for a minimum of three years; to spend all funds and close out the program on the required date; to return any unused funds to the County to cooperate with monitoring or site visits, and; to provide complete documentation of expenses to the County, if requested, by the required date.

We affirm that all information in this application is true and correct to the best of our knowledge and that the applicant under our authority will execute its responsibility under the proposed contract and adhere to all other applicable rules and regulations to the fullest extent possible.

Non-collusion:

This proposal is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named; the proposer has not directly induced or solicited any other proposer to put in a sham proposal, or any other person, firm or corporation to refrain from submitting a proposal; the proposer has not in any manner sought by collusion to secure for him/herself an advantage over any other proposer.

Applicant Information	
Applicant Name: Kary Minatrea	
Application Title: Improvements to Luckie Park	
Agency Name: City of Twentynine Palms	Federal Tax ID No.: 33-0265469
Mailing Address: 6136 Adobe Road	Phone No.: (760) 367-7562
Email Address: kminatrea@29palms.org	Fax No: (760) 367-5679
Authorized Signature	
Print Name: Kary Minatrea	Print Title: Recreation Division Manager
Signature:	Date: 12/01/2021

Please send the signed copy of this agreement to:
 Community Development and Housing
 385 North Arrowhead Ave. 3rd Floor, San Bernardino, CA 94215-0043
 Attn: Community Development Block Grant Application

Maintenance and Operations Agreement

Please keep in mind the Maintenance and Operations cost is ineligible for CDBG funds.

All capital improvements or facilities will require a Maintenance and Operation (M & O) contract. The MAINTENANCE AND OPERATION COMMITMENT must be signed by a representative of the M & O entity with authority to obligate the organization.

- 1) MAINTENANCE AND OPERATION COMMITMENT: The governing body of the below named public, quasi-public, or non-profit entity has the financial capacity and is willing to assume the Maintenance and Operation (M & O) responsibility and costs associated with the indicated community development project. This body has reviewed the "Estimated Annual Maintenance and Operation Budget" part of this section. To the best of this body's ability, it has determined this budget to be a true and accurate estimate of the annual M & O costs for the proposed project.

It is understood that without a commitment for maintenance and operation, the indicated project may not be considered for funding under the Community Development Block Grant program. Should this project be funded, a formal M & O contract shall be written and signed before any funds can be released.

NOTE: The Maintenance and Operation cost for capital improvements and facilities are not eligible for CDBG funding.

Proposed Project:

Improvements to Luckie Park

Legal/ Incorporated Name of Prospective M&O Entity:

City of Twentynine Palms

Address:

6136 Adobe Road

Federal I.D. Number of M&O Entity:

33-0265469

Signature: Kary Minatrea Title: Recreation Division Manager

Print Name: Kary Minatrea Date: 12/01/2021

Maintenance and Operations Expenses

Utilities	Amount (\$):
Electric	\$10,000.00
Water	\$2,000.00
Gas	\$7,800.00
Telephone	\$500.00
Disposal Service	\$0.00
Other:	\$0.00
Sub-Total	\$20,300.00
Materials	
Janitorial Supplies	\$1,500.00
Office Supplies	
Recreational Supplies	\$1,500.00
Ground Supplies	\$10,000.00
Other:	
Sub-Total	\$13,000.00
Maintenance – Capital Improvements	
Building Repair	\$14,000.00
Maintenance of Equipment	\$20,000.00
Improvements to Property	\$2,000.00
Other:	
Sub-Total	\$36,000.00
Insurance	
Liability	
Fire	
Other:	
Sub-Total	\$0.00

Personnel	
Maintenance	\$174,000.00
Secretary	
Administrator	\$96,000.00
Program Staff	\$35,000.00
Other:	
Sub-Total	\$305,000.00
M& O Annual Expense Total	\$374,300.00

List out all sources and liabilities such as budget sources, membership, user fees, etc.

Revenue Sources:	Amount (\$):
Program Revenue	\$176,500
Budgeted Revenue Total	\$176,500
Assets/ Liabilities	Amount (\$):
Budgeted Revenue minus M&O Expense	(\$197,800.00)

**CDBG Application Checklist
(Non-Profit Agency Only)**

Community-based organizations are required to include one copy of the items listed below. If you are not submitting these items at this time, please notify Community Development and Housing at (909) 387-4705 to make other arrangements. The following information is required before any contract or reimbursement can be completed.

- Summary of agency's current year General Operating Budget
- List of agency's Board of Directors, including names and addresses
- Proof of existing non-profit/tax-exempt status (Letters from the Federal Internal Revenue Service and State Franchise Tax Board)
- Current certificate of insurance and amounts covered
- Organizational chart
- Minutes of last Board meeting
- Non- Profit agency's must be Registered in the System of Award Management (SAM) website. Agency cannot be funded if they have been debarred in the past.
- Provide board minutes/letter that authorizes the executive director or program manager to run the project.

If your application is funded you will be required to provide a copy of your last audit and your Articles of Incorporation and Bylaws must be on file.



**San Bernardino County
Fiscal Year 2022 - 2023
Public Services Program Application**

The following documents must be submitted in the order listed, please be sure to submit all attachments with your application.

<input type="checkbox"/>	Exhibit 1: Organization Information
<input type="checkbox"/>	Exhibit 2: Project Information
<input type="checkbox"/>	Exhibit 3: Community Needs and Target Population
<input type="checkbox"/>	Exhibit 4: Project Budget & Sources
<input type="checkbox"/>	Exhibit 5: Performance & Outcomes
<input type="checkbox"/>	Exhibit 6: Agency Capacity Narrative
<input type="checkbox"/>	Exhibit 7: Civil Rights Laws Compliance and HUD Good Standing
<input type="checkbox"/>	Exhibit 8: Signature and Assurances
<input type="checkbox"/>	Application Checklist

Exhibit 1: Organization Information

Organization Name:

San Bernardino County Library

Organization Address:

777 East Rialto Ave.

City/State/Zip: San Bernardino / CA / 92415

Phone: 909-387-2220

Fax: 909-387-2288

Email: Patty.Turley@lib.sbcounty.gov

Applicant Type: CDBG Funding

Authorized Person Name: Patricia Turley

Authorized Person's Title: Interim County Librarian

Address: 777 East Rialto Ave.

City/State/Zip: San Bernardino / CA / 92415

Phone: 909-387-2220

Fax: 909-387-2288

Email: Patty.Turley@lib.sbcounty.gov

Application Contact Person's Name: Liz Smith

Application Contact Person's Title: Library Events Coordinator

Explain the Agency's 1) Mission, 2) Purpose, 3) Population Served, 4) Number of years serving population, 5) Supportive Services, their Funding Sources, and Start/End Dates.

The San Bernardino County Library System is a network of branch libraries that serve a diverse population or a vast geographic area. We strive to provide equal access to information, technology, programs, and services for all the people who call San Bernardino County home. Our Adult Literacy Program has been in place over 30 years, allowing us to help those struggling with illiteracy in our communities. We are supported with funds from the State and the County through this current Fiscal Year from July 2021-June 2022.

Exhibit 2: Project Information

Project Title:

San Bernardino County Twentynine Palms Branch Library

Project Address:

6078 Adobe Road, Twentynine Palms, CA 92277

County Supervisorial District where project will be located:

- 1st District 2nd District 3rd District 4th District 5th District

Is this a New Public Service Project, or request to expand services to an existing CDBG project?

Expansions of Service to an Existing Project

If this is an Expansion of Service to previously funded CDBG project, please explain how this is an expansion of service?. (i.e For 2015 we proposed 60 units of service, this year the agency is planning to serve 100 units of service)

We are expanding our goal of how many individuals will be serviced through our Adult Literacy Program. In the previous Fiscal Year of 20-21, we set the goal to serve 28 adult learners. In this current Fiscal Year, we have raised that goal to 29. Moving forward we hope to continually increase the number of learners that the Twentynine Palms Branch is able to provide services to.

If you are requesting funds for an existing CDBG project, provide prior CDBG project number.

Will this project provide an opportunity to hire minority-owned and women owned businesses?

No

If YES, describe what actions will be completed to implement such subcontracting plans to monitor this component of the proposed project. If NO, discuss why and what actions are being taken to encourage minority-women businesses to apply for this project.

EXHIBIT 2A: Countywide Vision

Indicate Yes/No in the table below if any of these countywide vision goals are pertinent to the proposed project.

Countywide Vision

Countywide Vision	Yes/ No
Implement the Countywide Vision.	Yes
Create, Maintain and Grow Jobs and Economic Value in the County.	Yes
Improve County Government Operations.	No
Operate in a Fiscally-Responsible and Business-Like Manner.	No
Ensure Development of a Well-Planned, Balanced, and Sustainable County.	No
Maintain Public Safety.	No
Provide for the Health and Social Services Needs of County Residents.	Yes
Pursue County Goals and Objectives by Working with Other Governmental Agencies.	No

Provide a brief narrative of how your project meets the Countywide Vision:

By tutoring illiterate adults and providing them the tools to learn to read and write, we help them build self-confidence to accomplish many goals such as applying for jobs, being able to vote and much more. This results in them becoming more socially prepared to participate in all the County has to offer. Additionally the Adult Literacy program supports the county's Cradle to Career road map to achieve the Countywide vision. When we teach illiterate adults to read, we are not only helping them but are also helping their children, as parents who read are able to give the literacy support a child needs to succeed.

Exhibit 3: Community Needs and Target Population

Community Needs		Target Population	
Public Service Needs:	Yes/No	Proposed Community:	Yes/No
Senior Services	Yes	Low and Moderate Persons	Yes
Handicapped Services	No	Low and Moderate Households	No
Youth Services	No	Abused Children	No
Child Care Services	No	Handicapped Persons	No
Transportation Services	No	Illiterate Persons	Yes
Substance Abuse Services	No	Homeless Persons	No
Employment Training	No	Migrant Farm Workers	No
Health Services	No	Elderly People	
Lead Hazard Screening	No		
Crime Awareness	No		

City/Target Area of Project Beneficiaries

Participating Cities: (i.e Redlands, Colton, Yucaipa)

Twentynine Palms

Exhibit 3: Community Needs and Target Population (continued)

Describe the geographic boundaries of the neighborhood, community or area in which clients of the proposed program reside (attach a map if needed):

Twentynine Palms

HUD Demographics: (Yes/No)

- Does this project help prevent homelessness?
- Does this project help the homeless?
- Does this project help those with HIV or AIDS?
- Does this project primarily help persons with disabilities?

Summarize the description of your project to include 1) priority, 2) sub-activity, 3) population(s) to be served, and 4) accomplishment level, and 5) services to be provided.

The San Bernardino County Library (SBCL), Twentynine Palms Branch Adult Literacy Services Program will provide programming and instruction for low to moderate income illiterate adults and senior residents of Twentynine Palms. Individualized tutoring and one-on-one Literacy instruction (reading, spelling, and basic computer skills) will be provided to a minimum of 30 qualifying adult participants during Fiscal Year 22-23. Library Adult Literacy Services are provided free of charge to all learners participating in the program. Direct services and assistance are provided by Library staff as well as a team of trained Literacy Tutors. Dedicated tutoring space and special Adult Literacy Program materials (leveled student readers, workbooks, dictionaries, GED Test Prep packets) are provided to participating learners at no charge. Learners are strongly encouraged to attend free Basic Computer Skills Classes taught in the library. Those with young children are encouraged to attend Early Learning and Preschool Storytime Activities to foster a love of reading and ensure school-age readiness. The Twentynine Branch is dedicated in improving the literacy rates in the Twentynine Community.

Describe how this project meets the priority population and activities selected.

The Adult Literacy Services Program assesses illiterate and presumed low income adults and senior residents of Twentynine Palms, and provides those that qualify with programming, tutoring, and instruction to aid them in meeting their literacy goals.

Explain why this project is needed and what evidence can you substantiate the need.

In the most recent U.S. National Assessment of Adult Literacy, one in seven adults have difficulty reading anything more challenging than a child's picture book. It is estimated that 3.4 million Californians fall at the "Below Basic" Literacy Level. In the County of San Bernardino alone, it is estimated that at least 500,000 adults cannot read at all. This service provides assistance to adults who all into this category.

Describe what gaps of service in the county this project fills.

This program focuses on adult individuals who are illiterate or who have low literacy skills. The County Library Adult Literacy Program provides a no cost alternative for adults to gain these skills.

What are the critical factors for the success of your project (include both financial and human resources)? For instance, is this the only funding for this project? What happens if funding decreases? Does this project rely on only one source of leveraging? Is there adequate staff involved with the project if there is project turnover? Please address any factor that is critical to project success.

The program is funded primarily through the Library Budget. Additional State and County funding helps the Library to expand the program and reach a larger audience than would be possible through internal funding alone. The Literacy Program is a multi-branch program, with branch staff interacting with learners and tutors while reporting is overseen by administrative staff. We have taken steps to ensure that any staff turnover will not impede the Literacy Program and that services would continue to be offered through the cross training of staff.

Exhibit 4: Project Budget & Sources

Project Budget		
	SB County Share: (\$)	Other Source: (\$)
Personnel	\$10,000.00	\$27,500.00
Equipment (Rental, Lease or Purchase)		
Consultant Services (Auditing, Accounting or Payroll)		
Space Rent		
Insurance		
Consumable Supplies		
Other <input type="text"/>		
Total Costs	\$10,000.00	\$27,500.00
Total Project Budget Cost: (CDBG Share + Other Source)		\$37,500.00

Exhibit 4A: CDBG Funds Requested and Leveraging Information

Indicate the amount being requested by the city.

City	Amount Requested (\$): (This amount should match the grand total requested from CDBG Share)
Twentyni	\$10,000.00

Leveraging items may include any written commitments that will be used towards your cash match requirements in the project, as well as any written commitments for building, equipment, materials, services and volunteer time.

Source of Funding:	Type of Funding: (Grant Name, EFSP Money)	Amount (\$):	Date Available: (11/22/2016)
Federal Funding			
State Funding	California State Library Literacy Service	\$5,000.00	08/01/2022
County Funding	County	\$22,500.00	07/01/2022
Private Funding			
Other:			
Total Leveraging Funds		\$27,500.00	

Exhibit 5: Performance and Outcomes

Definitions:

Unduplicated Clients: The number clients/persons projected to be served during the program year (e.g. 25 clients, 50 seniors):

Duplicated Clients: The estimated yearly units of service (duplicated, e.g. 25 clients x 10 visits=250 units of service):

Complete the chart below with the number of Duplicated and Unduplicated Clients to be served.

- In column 1 identify activities that will be completed (e.g. intervention, counseling, and case management).
- In column 2 indicate the number of Unduplicated Clients to be served.
- In column 3 identify the number of Duplicated Clients to be served.

Activities to be Completed (1)	Unduplicated Clients to be Served (2)	Duplicated Clients projected to be served (3)
Literacy Tutoring	30	300

Performance and Outcomes, answer the following narrative questions using minimum funds request.

Indicate a timeline of services provided to client(s) in order to meet project outcome(s).

Learners are assessed by branch staff and matched with a tutor. They are scheduled for weekly tutoring sessions in order to meet individual goals set by the learner and plan new goals as the learner progresses.

Describe how your agency determines client(s) success.

Learners set individual goals that they want to meet and tutors help learners meet those goals. Regular assessments of the learner's progress are used to track improvement.

Describe your methodology to evaluate project outcomes.

We track the number of goals met in correlation to the numbers of goals set by the individual learners.

Exhibit 5A: Proposed Goals & Milestones

Explain how the project will meet contract goals and milestones and be completed within 12 months (July 1, 2022 – June 30, 2023). *For example, project expenditures and performance/ accomplishment goals of 40% by November 30th, 50% by December 31st, 80% by March 31st, and 100% by June 30th.*

As mandated by the California State Library Literacy Services (CLLS), individual adult learners are required to list one or more personal Literacy goals via the Roles & Goals Intake Form. 75% of total Twentynine Palms Adult Literacy Program learners are anticipated to achieve one or more of their personal goals set during program year 21-22. Our plan is to meet 25% of our goal each quarter; 25% by October 1st, 50% by January 1st, 75% by April 1st, and 100% by June 30th.

Fill-in the table below with dates for submission of reimbursement claims and the estimated amount of each.

Date of Reimbursement:	Amount (\$):
10/01/2022	\$2,500.00
01/01/2023	\$2,500.00
04/01/2023	\$2,500.00
06/30/2023	\$2,500.00
Total Reimbursement: (\$)	\$10,000.00

Exhibit 6: Agency Capacity Narrative (Non-Profit Organizations Only)

Describe the roles of key administrators, staff members, and volunteers within your agency that will implement the proposed project. In your description include experience, education, and licensing qualifications.

Library Events Coordinator, Admin Librarian I, Branch Managers, Library Assistants, Volunteer Tutors. See Attachment for detailed answer.

Describe your agency's experience in administering government and/or public funds.

We have been funded for, and administrating, CDBG grants and funds for over ten years.

Describe your method to sustain project viability over the multi-year process if funding decreases.

This is a multi-branch program with a network of branch and administrative staff and a portion of the overall library budget set aside to improve and continue this program.

Instructions: Complete the table below by marking "YES" or "NO" to the questions listed below.

Question:	YES/ NO
<i>Example: Have you received federal funds in the past five years?</i>	Yes
In the past ten years, has your organization ever had its nonprofit status revoked or withheld by the IRS, the Secretary of State, the State Attorney General, or the Franchise Tax Board?	No
Has your organization been sued in the last five years?	No
Are any of your managers or staff with fiscal responsibilities involved in litigation presently that has any bearing on fiduciary trust or employee relations?	No
Have any unfavorable rulings been handed down by any court against your organization or Executive Director the last five years?	No
Does your organization currently have any unresolved fiscal, reporting, or program issues with any of its funding sources?	No

EXHIBIT 7: Civil Rights Laws Compliance and HUD Good Standing

Answer the following questions.

Has your organization been a past recipient of assistance under a HUD McKinney Act program or the HUD Single Family Property Disposition Homeless Program?

No

If you have been a recipient under either of these programs, has your agency experienced any project or construction delay, HUD finding or outstanding audit that HUD deems serious regarding the administration of HUD McKinney Act programs or the HUD Single Family Property Disposition Homeless Program?

No

If you answered "Yes", please explain the circumstances and outcome below.

Applicants must be in compliance with applicable civil rights laws and Executive Orders. Applications will be rejected if your agency has any of the following: (1) Any pending civil rights lawsuit instituted by the U.S. Department of Justice; (2) Any noncompliance with civil rights statutes, Executive Orders or regulations as a result of formal administrative proceedings, unless the applicant is operating under a HUD-approved compliance agreement designed to correct the area of noncompliance or is currently negotiating such an agreement; (3) Any unresolved Secretarial charge of discrimination issues under Section 810(g) of the Fair Housing Act, as implemented by 24 CFR 103:400; (4) Any adjudication of a civil rights violation in a civil action brought against the Organization by a private individual, unless the applicant is operating in compliance with a court order designed to correct the area of noncompliance or the applicant has discharged any responsibility arising from such litigation; (5) Any deferral of the processing of applications from the sponsor imposed by HUD under Title VI of the Civil Rights Act of 1964, the Attorney General's Guidelines (28 CFR 50.3) or the HUD Title VI regulations (24 CFR 1.8) and procedures, or under Section 504 of the Rehabilitation Act of 1973 and HUD Section 504 regulations (24 CFR 8.57). If one or more of these situations exists with your Organization, please attach a brief description.



**E- Signature Authorization
San Bernardino County
Community Development and Housing
Community Development Block Grant
2022 - 2023 Application**

Dena Fuentes
Deputy Executive Officer

Gary Hallen
Director

Application Title: TWP App
Applicant Name: Jennifer Jacobsmeyer

In order to comply with all applicable federal grant regulations, a hard-copy of this E-Signature Authorization containing an original wet signature must be filed with the San Bernardino County, Community Development and Housing (CDH) in order for the applicant to electronically sign the Community Development Block Grant (CDBG) application documents online. This authorization may only be completed by a registered owner, partner, executive officer, or authorized employee (with proof of authorization) of the applicant submitting this form and must contain an original signature to be submitted to the CDH.

Authorization Agreement

I am an owner, partner, executive officer, or duly authorized employee of the below-listed applicant and have authority to enter into agreements on behalf of the below-listed applicant. CDH may rely on the receipt of such agreements executed and delivered by facsimile or other electronic means as if the original had been received. The undersigned agrees that the electronic signatures appearing on documents submitted from the below-listed applicant are the same as handwritten signatures for the purposes of validity, enforceability and admissibility. By signing this Electronic Signature Authorization Agreement, I authorize the CDH to accept, via electronic submission, documents submitted from the below-listed applicant as required by the CDH's Community Development Block Grant 2022 - 2023 Funding Application.

I understand that CDH may change the CDBG application system from time to time. I agree that the below-listed applicant will electronically sign all documents requiring a signature related to the CDBG funding application.

My signature on this form certifies that:

I agree that entering my name in the CDBG funding application system constitutes my electronic signature. I understand that any information and documents submitted using my name is electronically certifying my signature. I understand that I am legally bound, obligated, and responsible by use of my electronic signature as much as I would be by my handwritten signature. I agree that I will protect my signature from unauthorized use, and that I will contact CDH immediately, upon discovery that my electronic signature has been compromised. I certify that my electronic signature is for my own use, and that I will not delegate it or share it with any individual.

This request is effective immediately upon receipt by the CDH and will remain in effect until the end of the 2022 - 2023 CDBG funding cycle or I choose to cancel this request via written notification to the CDH. I understand that it is my responsibility to update and/or cancel this request under all circumstances, including my departure or terminated association with the below-listed applicant.

By signing the E- Signature Authorization Form we certify that this agency will also comply with the following:

Non-discrimination:

This organization will, through all possible means, ensure equal opportunity for all persons to receive services, to participate in the volunteer structure, and to be employed regardless of age, handicap, national background, race, religion, or sex. An existing sectarian nature of the agency shall not suffer impairment under this agreement, but participation in religious observances, rituals or services will not be required as a condition of receiving food, services, or shelter paid for by this grant.

Accountability:

We commit this organization, if a grant is received, to provide all reports to the County as required; to expend monies only on eligible costs; to keep complete documentation (copies of all canceled checks, invoices, receipts, etc.) on all expenditures for a minimum of three years; to spend all funds and close out the program on the required date; to return any unused funds to the County to cooperate with monitoring or site visits, and; to provide complete documentation of expenses to the County, if requested, by the required date.

We affirm that all information in this application is true and correct to the best of our knowledge and that the applicant under our authority will execute its responsibility under the proposed contract and adhere to all other applicable rules and regulations to the fullest extent possible.

Non-collusion:

This proposal is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named; the proposer has not directly induced or solicited any other proposer to put in a sham proposal, or any other person, firm or corporation to refrain from submitting a proposal; the proposer has not in any manner sought by collusion to secure for him/herself an advantage over any other proposer.

Applicant Information	
Applicant Name: Jennifer Jacobsmeyer	
Application Title: TWP App	
Agency Name:	Federal Tax ID No.: 95-6002748
Mailing Address: 777 East Rialto Ave.	Phone No.: (909) 387-2220
Email Address: Liz.Smith@lib.sbcounty.gov	Fax No: (909) 387-2288
Authorized Signature	
Print Name: Patricia Turley	Print Title: Interim County Librarian
Signature: Patricia Turley Interim County Librarian	Date: 11/05/2021

Please send the signed copy of this agreement to:
 Community Development and Housing
 385 North Arrowhead Ave. 3rd Floor, San Bernardino, CA 94215-0043
 Attn: Community Development Block Grant Application

**CDBG Application Checklist
(Non-Profit Organizations Only)**

Community-based organizations are required to include one copy of the items listed below. If you are not submitting these items at this time, please notify Community Development and Housing at (909) 387-4705 to make other arrangements. The following information is required before any contract or reimbursement can be completed.

- Summary of agency's current year General Operating Budget
- List of agency's Board of Directors, including names and addresses
- Proof of existing non-profit/tax-exempt status (Letters from the Federal Internal Revenue Service and State Franchise Tax Board)
- Current certificate of insurance and amounts covered
- Organizational chart
- Minutes of last Board meeting
- Non- Profit agencies must be Registered in the System of Award Management (SAM) website.
Agency cannot be funded if they have been debarred in the past.
- Provide board minutes/letter that authorizes the executive director or program manager to run the project.

If your application is funded you will be required to provide a copy of your last audit and your Articles of Incorporation and Bylaws must be on file.



**San Bernardino County
Fiscal Year 2022 - 2023
Public Services Program Application**

The following documents must be submitted in the order listed, please be sure to submit all attachments with your application.

<input checked="" type="checkbox"/>	Exhibit 1: Organization Information
<input checked="" type="checkbox"/>	Exhibit 2: Project Information
<input checked="" type="checkbox"/>	Exhibit 3: Community Needs and Target Population
<input checked="" type="checkbox"/>	Exhibit 4: Project Budget & Sources
<input checked="" type="checkbox"/>	Exhibit 5: Performance & Outcomes
<input checked="" type="checkbox"/>	Exhibit 6: Agency Capacity Narrative
<input checked="" type="checkbox"/>	Exhibit 7: Civil Rights Laws Compliance and HUD Good Standing
<input checked="" type="checkbox"/>	Exhibit 8: Signature and Assurances
<input checked="" type="checkbox"/>	Application Checklist

Exhibit 1: Organization Information

Organization Name:

Reach Out Morongo Basin

Organization Address:

PO Box 2225

City/State/Zip: Twentynine Palms / CA / 92277

Phone: 7603611410

Fax:

Email: director@reachout29.org

Applicant Type: Public Service

Authorized Person Name: Robin Schlosser

Authorized Person's Title: Robin Schlosser

Address: PO Box 2225

City/State/Zip: Twentynine Palms / CA / 92277

Phone: 7603611410

Fax:

Email: director@reachout29.org

Application Contact Person's Name: Robin Schlosser

Application Contact Person's Title: Executive Director

Explain the Agency's 1) Mission, 2) Purpose, 3) Population Served, 4) Number of years serving population, 5) Supportive Services, their Funding Sources, and Start/End Dates.

1) Network with existing social services and congregations to provide additional support, assistance, education and referral services to those with needs in the Morongo Basin. 2) Fill gaps in services of traditional providers without duplicating services. 3) Low income, senior and disabled residents of Morongo Basin. 4) Established in 1998 services have been provided for 23 years. 5)a)Family Caregiver Support - Title III E -DAAS 7/1/21-6/30/22; 5)b)Senior Support Services-Title III B-DAAS 7/1/21-6/30/22;Town of Yucca Valley 7/1/21-6/30/22 5)c) Transportation services -State of California CalTrans - 11/1/2020-10/30/2022, DAAS 7/1/21-6/30/22, Morongo Basin Transit Authority 7/1/21-6/30/22, 5)c) Food Distribution -City of 29 Palms - CDBG Cares Act 7/1/21-5/30/22

Exhibit 2: Project Information

Project Title:

Community Support Services Program

Project Address:

6539 Adobe Rd, Twentynine Palms, Ca 92277

County Supervisorial District where project will be located:

- 1st District 2nd District 3rd District 4th District 5th District

Is this a New Public Service Project, or request to expand services to an existing CDBG project?

New Public Service Project

If this is an Expansion of Service to previously funded CDBG project, please explain how this is an expansion of service?. (i.e For 2015 we proposed 60 units of service, this year the agency is planning to serve 100 units of service)

If you are requesting funds for an existing CDBG project, provide prior CDBG project number.

Will this project provide an opportunity to hire minority-owned and women owned businesses?

No

If YES, describe what actions will be completed to implement such subcontracting plans to monitor this component of the proposed project. If NO, discuss why and what actions are being taken to encourage minority-women businesses to apply for this project.

The above project does not present opportunities to hire minority and women owned businesses as it is overseen and run by a 501c3 non profit organization that provides direct services. However, Reach Out Morongo Basin has women, minorities and minority women on its Board of Directors and its staff.

EXHIBIT 2A: Countywide Vision

Indicate Yes/No in the table below if any of these countywide vision goals are pertinent to the proposed project.

Countywide Vision

Countywide Vision	Yes/ No
Implement the Countywide Vision.	Yes
Create, Maintain and Grow Jobs and Economic Value in the County.	Yes
Improve County Government Operations.	No
Operate in a Fiscally-Responsible and Business-Like Manner.	Yes
Ensure Development of a Well-Planned, Balanced, and Sustainable County.	Yes
Maintain Public Safety.	Yes
Provide for the Health and Social Services Needs of County Residents.	Yes
Pursue County Goals and Objectives by Working with Other Governmental Agencies.	Yes

Provide a brief narrative of how your project meets the Countywide Vision:

The project proposed contributes to the Countywide Vision by aiding in community health and social services needs through collaboration with county/local government agencies as well as non profit and community organizations to identify individuals with needs to provide no-cost services to low income, senior and disabled residents of Twentynine Palms. Reach Out MB identifies clients and meets their individual and specific needs over a large geographical area through collaborative efforts between community volunteers, active duty military volunteers and organization staff. The services provided allow our vulnerable and under-served community members to access health care, activities and social services programs through our transportation services and provide socialization and age appropriate activities for seniors and care recipients of family caregivers.

Exhibit 3: Community Needs and Target Population

Community Needs		Target Population	
Public Service Needs:	Yes/No	Proposed Community:	Yes/No
Senior Services	Yes	Low and Moderate Persons	Yes
Handicapped Services	Yes	Low and Moderate Households	Yes
Youth Services	No	Abused Children	No
Child Care Services	No	Handicapped Persons	Yes
Transportation Services	Yes	Illiterate Persons	Yes
Substance Abuse Services	No	Homeless Persons	Yes
Employment Training	No	Migrant Farm Workers	No
Health Services	Yes	Elderly People	Yes
Lead Hazard Screening	No		
Crime Awareness	No		

City/Target Area of Project Beneficiaries

Participating Cities: (i.e Redlands, Colton, Yucaipa)

City of Twentynine Palms and sphere of influence

Exhibit 3: Community Needs and Target Population (continued)

Describe the geographic boundaries of the neighborhood, community or area in which clients of the proposed program reside (attach a map if needed):

City of Twentynine Palms and residents of sphere of influence communities of Wonder Valley, Desert Heights and Indian Cove

HUD Demographics: (Yes/No)

- Does this project help prevent homelessness?
- Does this project help the homeless?
- Does this project help those with HIV or AIDS?
- Does this project primarily help persons with disabilities?

Summarize the description of your project to include 1) priority, 2) sub-activity, 3) population(s) to be served, and 4) accomplishment level, and 5) services to be provided.

1)Promote health, safety and activity for low income senior and disabled residents through individualized support, transportation services and community activities.2) Safe and reliable NEMT and Access transportation services, and enrichment and socialization for at risk seniors through senior center programs and activities/food and commodities deliveries to senior and disabled residents 3)Low income, senior and disabled residents of the City of Twentynine Palms.4)In 2020, 624 unduplicated residents of the City of Twentynine Palms were assisted. Delivered 14,730 meals, 927 food boxes during Covid shut downs. Drove 2560 trips to doctors and 5892 trips for meal/food deliveries. Currently hosts an average of 15-20 unduplicated seniors per day at the Senior Center and delivers 50 commodities boxes per month with 180+ trips per month for NEMT and Access transportation services 5)a) Provide safe and reliable no-cost transportation services to medical appointments locally and out of area, social service appointments, shopping and enrichment activities b) Provide socialization and enrichment activities at the 29 Palms Senior Center – dances; physical activities – chair yoga; music and art events and other age appropriate activities as wells as activities for care recipients utilizing out of home respite services.

Describe how this project meets the priority population and activities selected.

Targeted towards low income, senior and disabled residents this project provides needed supportive and transportation services to ensure health and safety during pandemic. In addition, the project aids informal/unpaid family caregivers as well as encourages physical and mental health through socialization and activities at the senior center.

Explain why this project is needed and what evidence can you substantiate the need.

FY 2020 request for services increased 10% over 2019 with over 1620 unduplicated clients served. With 90% of clients living at or below 2020 HUD poverty levels or no longer able to drive access to transportation is critical for shopping and healthcare needs. Additionally, with current waves of covid and fear of exposure many clients still refuse to expose themselves and need at individualized support services at home.

Describe what gaps of service in the county this project fills.

The advent of the Covid pandemic taught us that the need for programs that can rapidly adapt and modify service delivery to meet changing needs or requirements are critical. With limited programs in our rural region Reach Out MB fills in the gaps in services not provided by county or other organizations services. With limited access to public transportation for extreme rural residents our Access and NEMT as well as Supportive Services programs are needed to sustain the health, safety and a basic quality of life for low income, senior and disabled residents.

What are the critical factors for the success of your project (include both financial and human resources)? For instance, is this the only funding for this project? What happens if funding decreases? Does this project rely on only one source of leveraging? Is there adequate staff involved with the project if there is project turnover? Please address any factor that is critical to project success.

With long term staff, continuous recruitment and training of volunteers, multiple organizational vehicles and multiple funding streams for proposed projects the critical factors for continued success have been addressed. Staff and volunteers are cross trained to cover multiple duties to ensure no lapse in services and administration continually works to ensure funds are raised to cover any decrease in a particular funding stream.

Exhibit 4: Project Budget & Sources

Project Budget		
	SB County Share: (\$)	Other Source: (\$)
Personnel		\$39,500.00
Equipment (Rental, Lease or Purchase)		
Consultant Services (Auditing, Accounting or Payroll)		
Space Rent		
Insurance	\$9,500.00	\$19,000.00
Consumable Supplies	\$10,000.00	\$9,000.00
Other <input type="text" value="Licensing and Fees"/>	\$1,000.00	\$2,000.00
Total Costs	\$20,500.00	\$69,500.00
Total Project Budget Cost: (CDBG Share + Other Source)		\$90,000.00

Exhibit 4A: CDBG Funds Requested and Leveraging Information

Indicate the amount being requested by the city.

City	Amount Requested (\$): (This amount should match the grand total requested from CDBG Share)
Twentyni	\$20,500.00

Leveraging items may include any written commitments that will be used towards your cash match requirements in the project, as well as any written commitments for building, equipment, materials, services and volunteer time.

Source of Funding:	Type of Funding: (Grant Name, EFSP Money)	Amount (\$):	Date Available: (11/22/2016)
Federal Funding			
State Funding	5310	\$25,000.00	11/01/2021
County Funding	DAAS	\$21,000.00	07/01/2021
Private Funding	MBTA TAG Grant	\$17,500.00	07/01/2021
Other:	Private donations/fundraising	\$6,000.00	07/01/2021
Total Leveraging Funds		\$69,500.00	

Exhibit 5: Performance and Outcomes

Definitions:

Unduplicated Clients: The number clients/persons projected to be served during the program year (e.g. 25 clients, 50 seniors):

Duplicated Clients: The estimated yearly units of service (duplicated, e.g. 25 clients x 10 visits=250 units of service):

Complete the chart below with the number of Duplicated and Unduplicated Clients to be served.

- In column 1 identify activities that will be completed (e.g. intervention, counseling, and case management).
- In column 2 indicate the number of Unduplicated Clients to be served.
- In column 3 identify the number of Duplicated Clients to be served.

Activities to be Completed (1)	Unduplicated Clients to be Served (2)	Duplicated Clients projected to be served (3)
Transportation	520	1697
Senior Center	200	3900

Performance and Outcomes, answer the following narrative questions using minimum funds request.

Indicate a timeline of services provided to client(s) in order to meet project outcome(s).

Transport is pre-scheduled with door to door service. Senior Center Activities several times monthly. Out Home respite services at center provided twice weekly. Individualized support services as needed.

Describe how your agency determines client(s) success.

Success measured by trip counts, participation in senior center activities and through surveys provided to clients to evaluate program successes or needs.

Describe your methodology to evaluate project outcomes.

Outcomes tracked with trip logs and data and with client surveys and sign in sheets.

Exhibit 5A: Proposed Goals & Milestones

Explain how the project will meet contract goals and milestones and be completed within 12 months (July 1, 2022 – June 30, 2023). *For example, project expenditures and performance/accomplishment goals of 40% by November 30th, 50% by December 31st, 80% by March 31st, and 100% by June 30th.*

Expenditures and performance/accomplishment of goals would reach 30% by 10/30/22; 50% by 12/31/22; 80% by 3/31/23; 100% by 6/30/23

Fill-in the table below with dates for submission of reimbursement claims and the estimated amount of each.

Date of Reimbursement:	Amount (\$):
08/01/2022	\$1,863.00
09/01/2022	\$1,863.00
10/01/2022	\$1,863.00
11/01/2022	\$1,863.00
12/01/2022	\$1,863.00
01/01/2023	\$1,863.00
02/01/2023	\$1,863.00
03/01/2023	\$1,863.00
04/01/2023	\$1,863.00
05/01/2023	\$1,863.00
06/01/2023	\$1,870.00
Total Reimbursement: (\$)	\$20,500.00

Exhibit 6: Agency Capacity Narrative (Non-Profit Organizations Only)

Describe the roles of key administrators, staff members, and volunteers within your agency that will implement the proposed project. In your description include experience, education, and licensing qualifications.

Exec. Director Robin Schlosser has 16 yrs experience administering federal, state, county and private grant funding, programs and services.

Describe your agency's experience in administering government and/or public funds.

ROMB has administered Federal/State/County/Foundation grants for 18+ years. No findings/discrepancies during annual reviews for last 10 yrs

Describe your method to sustain project viability over the multi-year process if funding decreases.

Multiple funding streams of grants/grassroots fundraising have been sustained for many years. Research/application to new funders and community based fund raising efforts ensures longterm success and viability

Instructions: Complete the table below by marking "YES" or "NO" to the questions listed below.

Question:	YES/ NO
<i>Example: Have you received federal funds in the past five years?</i>	Yes
In the past ten years, has your organization ever had its nonprofit status revoked or withheld by the IRS, the Secretary of State, the State Attorney General, or the Franchise Tax Board?	No
Has your organization been sued in the last five years?	No
Are any of your managers or staff with fiscal responsibilities involved in litigation presently that has any bearing on fiduciary trust or employee relations?	No
Have any unfavorable rulings been handed down by any court against your organization or Executive Director the last five years?	No
Does your organization currently have any unresolved fiscal, reporting, or program issues with any of its funding sources?	No

EXHIBIT 7: Civil Rights Laws Compliance and HUD Good Standing

Answer the following questions.

Has your organization been a past recipient of assistance under a HUD McKinney Act program or the HUD Single Family Property Disposition Homeless Program?

If you have been a recipient under either of these programs, has your agency experienced any project or construction delay, HUD finding or outstanding audit that HUD deems serious regarding the administration of HUD McKinney Act programs or the HUD Single Family Property Disposition Homeless Program?

If you answered "Yes", please explain the circumstances and outcome below.

Applicants must be in compliance with applicable civil rights laws and Executive Orders. Applications will be rejected if your agency has any of the following: (1) Any pending civil rights lawsuit instituted by the U.S. Department of Justice; (2) Any noncompliance with civil rights statutes, Executive Orders or regulations as a result of formal administrative proceedings, unless the applicant is operating under a HUD-approved compliance agreement designed to correct the area of noncompliance or is currently negotiating such an agreement; (3) Any unresolved Secretarial charge of discrimination issues under Section 810(g) of the Fair Housing Act, as implemented by 24 CFR 103:400; (4) Any adjudication of a civil rights violation in a civil action brought against the Organization by a private individual, unless the applicant is operating in compliance with a court order designed to correct the area of noncompliance or the applicant has discharged any responsibility arising from such litigation; (5) Any deferral of the processing of applications from the sponsor imposed by HUD under Title VI of the Civil Rights Act of 1964, the Attorney General's Guidelines (28 CFR 50.3) or the HUD Title VI regulations (24 CFR 1.8) and procedures, or under Section 504 of the Rehabilitation Act of 1973 and HUD Section 504 regulations (24 CFR 8.57). If one or more of these situations exists with your Organization, please attach a brief description.



**E- Signature Authorization
San Bernardino County
Community Development and Housing
Community Development Block Grant
2022 - 2023 Application**

Dena Fuentes
Deputy Executive Officer

Gary Hallen
Director

Application Title: Community Support Services Program - 29

Applicant Name: Robin Schlosser

In order to comply with all applicable federal grant regulations, a hard-copy of this E-Signature Authorization containing an original wet signature must be filed with the San Bernardino County, Community Development and Housing (CDH) in order for the applicant to electronically sign the Community Development Block Grant (CDBG) application documents online. This authorization may only be completed by a registered owner, partner, executive officer, or authorized employee (with proof of authorization) of the applicant submitting this form and must contain an original signature to be submitted to the CDH.

Authorization Agreement

I am an owner, partner, executive officer, or duly authorized employee of the below-listed applicant and have authority to enter into agreements on behalf of the below-listed applicant. CDH may rely on the receipt of such agreements executed and delivered by facsimile or other electronic means as if the original had been received. The undersigned agrees that the electronic signatures appearing on documents submitted from the below-listed applicant are the same as handwritten signatures for the purposes of validity, enforceability and admissibility. By signing this Electronic Signature Authorization Agreement, I authorize the CDH to accept, via electronic submission, documents submitted from the below-listed applicant as required by the CDH's Community Development Block Grant 2022 - 2023 Funding Application.

I understand that CDH may change the CDBG application system from time to time. I agree that the below-listed applicant will electronically sign all documents requiring a signature related to the CDBG funding application.

My signature on this form certifies that:

I agree that entering my name in the CDBG funding application system constitutes my electronic signature. I understand that any information and documents submitted using my name is electronically certifying my signature. I understand that I am legally bound, obligated, and responsible by use of my electronic signature as much as I would be by my handwritten signature. I agree that I will protect my signature from unauthorized use, and that I will contact CDH immediately, upon discovery that my electronic signature has been compromised. I certify that my electronic signature is for my own use, and that I will not delegate it or share it with any individual.

This request is effective immediately upon receipt by the CDH and will remain in effect until the end of the 2022 - 2023 CDBG funding cycle or I choose to cancel this request via written notification to the CDH. I understand that it is my responsibility to update and/or cancel this request under all circumstances, including my departure or terminated association with the below-listed applicant.

By signing the E- Signature Authorization Form we certify that this agency will also comply with the following:

Non-discrimination:

This organization will, through all possible means, ensure equal opportunity for all persons to receive services, to participate in the volunteer structure, and to be employed regardless of age, handicap, national background, race, religion, or sex. An existing sectarian nature of the agency shall not suffer impairment under this agreement, but participation in religious observances, rituals or services will not be required as a condition of receiving food, services, or shelter paid for by this grant.

Accountability:

We commit this organization, if a grant is received, to provide all reports to the County as required; to expend monies only on eligible costs; to keep complete documentation (copies of all canceled checks, invoices, receipts, etc.) on all expenditures for a minimum of three years; to spend all funds and close out the program on the required date; to return any unused funds to the County to cooperate with monitoring or site visits, and; to provide complete documentation of expenses to the County, if requested, by the required date.

We affirm that all information in this application is true and correct to the best of our knowledge and that the applicant under our authority will execute its responsibility under the proposed contract and adhere to all other applicable rules and regulations to the fullest extent possible.

Non-collusion:

This proposal is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named; the proposer has not directly induced or solicited any other proposer to put in a sham proposal, or any other person, firm or corporation to refrain from submitting a proposal; the proposer has not in any manner sought by collusion to secure for him/herself an advantage over any other proposer.

Applicant Information	
Applicant Name: Robin Schlosser	
Application Title: Community Support Services Program - 29	
Agency Name:	Federal Tax ID No.: 91-1934417
Mailing Address: PO BOX 2225	Phone No.: (760) 361-1410
Email Address: director@reachout29.org	Fax No:
Authorized Signature	
Print Name:	Print Title: Executive Director
Signature: Robin Schlosser	Date: 12/08/2021

Please send the signed copy of this agreement to:
 Community Development and Housing
 385 North Arrowhead Ave. 3rd Floor, San Bernardino, CA 94215-0043
 Attn: Community Development Block Grant Application

**CDBG Application Checklist
(Non-Profit Organizations Only)**

Community-based organizations are required to include one copy of the items listed below. If you are not submitting these items at this time, please notify Community Development and Housing at (909) 387-4705 to make other arrangements. The following information is required before any contract or reimbursement can be completed.

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- List of agency's Board of Directors, including names and addresses
- Proof of existing non-profit/tax-exempt status (Letters from the Federal Internal Revenue Service and State Franchise Tax Board)
- Current certificate of insurance and amounts covered
- Organizational chart
- Minutes of last Board meeting
- Non- Profit agencies must be Registered in the System of Award Management (SAM) website.
Agency cannot be funded if they have been debarred in the past.
- Provide board minutes/letter that authorizes the executive director or program manager to run the project.

If your application is funded you will be required to provide a copy of your last audit and your Articles of Incorporation and Bylaws must be on file.



**San Bernardino County
Fiscal Year 2022 - 2023
Public Services Program Application**

The following documents must be submitted in the order listed, please be sure to submit all attachments with your application.

<input checked="" type="checkbox"/>	Exhibit 1: Organization Information
<input checked="" type="checkbox"/>	Exhibit 2: Project Information
<input checked="" type="checkbox"/>	Exhibit 3: Community Needs and Target Population
<input checked="" type="checkbox"/>	Exhibit 4: Project Budget & Sources
<input checked="" type="checkbox"/>	Exhibit 5: Performance & Outcomes
<input checked="" type="checkbox"/>	Exhibit 6: Agency Capacity Narrative
<input checked="" type="checkbox"/>	Exhibit 7: Civil Rights Laws Compliance and HUD Good Standing
<input checked="" type="checkbox"/>	Exhibit 8: Signature and Assurances
<input checked="" type="checkbox"/>	Application Checklist

Exhibit 1: Organization Information

Organization Name:

Family Service Association

Organization Address:

21250 Box Springs Road, Suite 212

City/State/Zip: Moreno Valley / CA / 92557

Phone: 9516861096

Fax:

Email: ahlam.jadallah@fsaca.org

Applicant Type: Non-profit Organization

Authorized Person Name: Cheryl-Marie Hansberger

Authorized Person's Title: Chief Executive Officer

Address: 21250 Box Springs Rd, Suite 212

City/State/Zip: Moreno Valley / CA / 92557

Phone: 9516861096

Fax:

Email: Cheryl.Hansberger@fsaca.org

Application Contact Person's Name: Ahlam Jadallah

Application Contact Person's Title: Fund Development Specialist II

Explain the Agency's 1) Mission, 2) Purpose, 3) Population Served, 4) Number of years serving population, 5) Supportive Services, their Funding Sources, and Start/End Dates.

Family Service Association has been a non-profit leader for 67 years now, and in times of unprecedented change and adversity, FSA has become a stabilizing force in the community. Founded in 1953 by The Junior League of Riverside, community members have found comfort in FSA's legacy of providing high quality care through much needed services like Senior Nutrition, Childcare, Mental Health, and Child Abuse Prevention throughout the Inland Region. FSA's mission is "building community one family at a time, through compassion, advocacy and comprehensive model services, fostering self-sufficiency and sustainable impacts".

Exhibit 2: Project Information

Project Title:

Senior Nutrition Program

Project Address:

6539 Adobe Rd. Twentynine Palms, CA 92277

County Supervisorial District where project will be located:

- 1st District 2nd District 3rd District 4th District 5th District

Is this a New Public Service Project, or request to expand services to an existing CDBG project?

New Public Service Project

If this is an Expansion of Service to previously funded CDBG project, please explain how this is an expansion of service?. (i.e For 2015 we proposed 60 units of service, this year the agency is planning to serve 100 units of service)

If you are requesting funds for an existing CDBG project, provide prior CDBG project number.

Will this project provide an opportunity to hire minority-owned and women owned businesses?

No

If YES, describe what actions will be completed to implement such subcontracting plans to monitor this component of the proposed project. If NO, discuss why and what actions are being taken to encourage minority-women businesses to apply for this project.

N/A

EXHIBIT 2A: Countywide Vision

Indicate Yes/No in the table below if any of these countywide vision goals are pertinent to the proposed project.

Countywide Vision

Countywide Vision	Yes/ No
Implement the Countywide Vision.	Yes
Create, Maintain and Grow Jobs and Economic Value in the County.	Yes
Improve County Government Operations.	Yes
Operate in a Fiscally-Responsible and Business-Like Manner.	Yes
Ensure Development of a Well-Planned, Balanced, and Sustainable County.	Yes
Maintain Public Safety.	Yes
Provide for the Health and Social Services Needs of County Residents.	Yes
Pursue County Goals and Objectives by Working with Other Governmental Agencies.	Yes

Provide a brief narrative of how your project meets the Countywide Vision:

FSA's Senior Nutrition Program meets the Countywide Vision in the following ways: -Assists the County in creating a range of choices for its residents in how they live by offering senior services free of charge to qualified seniors. -Aids the county in their vision of offering high quality community health programs. -Facilitates in the County's vision of a model community where great ideas are shared and where collaborations are encouraged to reach shared interests and goals. -Supports the County's vision of a place that is a home for anyone seeking a sense of community and the best life has to offer.

Exhibit 3: Community Needs and Target Population

Community Needs		Target Population	
Public Service Needs:	Yes/No	Proposed Community:	Yes/No
Senior Services	Yes	Low and Moderate Persons	Yes
Handicapped Services	No	Low and Moderate Households	Yes
Youth Services	No	Abused Children	No
Child Care Services	No	Handicapped Persons	No
Transportation Services	No	Illiterate Persons	No
Substance Abuse Services	No	Homeless Persons	No
Employment Training	No	Migrant Farm Workers	No
Health Services	Yes	Elderly People	
Lead Hazard Screening	No		
Crime Awareness	No		

City/Target Area of Project Beneficiaries

Participating Cities: (i.e Redlands, Colton, Yucaipa)

Twentynine Palms

Exhibit 3: Community Needs and Target Population (continued)

Describe the geographic boundaries of the neighborhood, community or area in which clients of the proposed program reside (attach a map if needed):

Twentynine Palms and surrounding communities.

HUD Demographics: (Yes/No)

- Does this project help prevent homelessness?
- Does this project help the homeless?
- Does this project help those with HIV or AIDS?
- Does this project primarily help persons with disabilities?

Summarize the description of your project to include 1) priority, 2) sub-activity, 3) population(s) to be served, and 4) accomplishment level, and 5) services to be provided.

FSA's Senior Nutrition Program is dedicated to providing seniors with the necessary nutritional support to protect them against food insecurity, and to help them continue to live independent and fulfilling lives. For many seniors, Senior Nutrition is the first service that they seek for assistance to help them stay in their own homes and live independently. It is through funding from both San Bernardino CDBG program and San Bernardino County DAAS that we are able to provide this service to the residents in the City of Twentynine Palms. FSA provides nutritious meals to seniors 62 years of age and older in a group setting at the Twentynine Palms Senior Center. Home-delivered meals are also delivered to homebound seniors who aren't mobile by reason of illness, disability, and a lack of transportation. The program also provides a range of services, including nutrition screening, assessment, and education.

Describe how this project meets the priority population and activities selected.

The Senior Nutrition Program serves as a critical and meaningful approach to tackle food insecurity, isolation, depression, and many other health and social issues that vulnerable seniors experience. FSA provides seniors with one nutritionally balanced meal Monday - Friday. By providing these meals we will continue to meet our goals of improving the overall health and wellbeing of those we serve.

Explain why this project is needed and what evidence can you substantiate the need.

The Outbreak of COVID-19 fueled the need for food services and an increased demand for meals. The demand continues to rise, and new participants are enrolling in the Senior Nutrition Program each day. FSA continues to exceed its program objectives and targets to meet the growth of the program.

Describe what gaps of service in the county this project fills.

Without the meals supplied by this program, many seniors would be prematurely placed in assisted living or nursing homes due to their inability to shop for food or prepare their own meals. Many seniors face the threat of hunger due to limitations in their daily living activities, such as difficulties with walking, meal preparation, eating, and memory. In addition, many seniors live alone and do not have family or neighbors to help shop for or prepare meals. For individuals in these challenging situations, the Senior Nutrition Program serves as a critical and valued program.

What are the critical factors for the success of your project (include both financial and human resources)? For instance, is this the only funding for this project? What happens if funding decreases? Does this project rely on only one source of leveraging? Is there adequate staff involved with the project if there is project turnover? Please address any factor that is critical to project success.

FSA's Senior Nutrition Program is scalable based on the amount of funding received from various funding sources. The more funds received, the more seniors are able to utilize the congregate and homebound nutrition services that FSA offers. FSA employs over 350 individuals and has a strong volunteer base of nearly 1,000 volunteers. Programs are staffed appropriately and our executive team is prepared to fill any vacancies should the need arise.

Exhibit 4: Project Budget & Sources

Project Budget		
	SB County Share: (\$)	Other Source: (\$)
Personnel	\$10,000.00	\$1,350,437.00
Equipment (Rental, Lease or Purchase)		\$11,478.00
Consultant Services (Auditing, Accounting or Payroll)		\$27,283.00
Space Rent		\$26,929.00
Insurance		\$95,474.00
Consumable Supplies		\$1,718,078.00
Other <input type="text"/>		\$975,794.00
Total Costs	\$10,000.00	\$4,205,473.00
Total Project Budget Cost: (CDBG Share + Other Source)		\$4,215,473.00

Exhibit 4A: CDBG Funds Requested and Leveraging Information

Indicate the amount being requested by the city.

City	Amount Requested (\$): (This amount should match the grand total requested from CDBG Share)
Twentyni	\$10,000.00

Leveraging items may include any written commitments that will be used towards your cash match requirements in the project, as well as any written commitments for building, equipment, materials, services and volunteer time.

Source of Funding:	Type of Funding: (Grant Name, EFSP Money)	Amount (\$):	Date Available: (11/22/2016)
Federal Funding	Older Americans Act Title III	\$3,275,763.00	07/01/2022
State Funding	Older Americans Act Title III	\$259,000.00	07/01/2022
County Funding	Older Americans Act Title III	\$11,397.00	07/01/2022
Private Funding	Individual Donations	\$290,955.00	12/01/2022
Other:	In-Kind Goods & Services	\$49,896.00	12/01/2022
Total Leveraging Funds		\$3,887,011.00	

Exhibit 5: Performance and Outcomes

Definitions:

Unduplicated Clients: The number clients/persons projected to be served during the program year (e.g. 25 clients, 50 seniors):

Duplicated Clients: The estimated yearly units of service (duplicated, e.g. 25 clients x 10 visits=250 units of service):

Complete the chart below with the number of Duplicated and Unduplicated Clients to be served.

- In column 1 identify activities that will be completed (e.g. intervention, counseling, and case management).
- In column 2 indicate the number of Unduplicated Clients to be served.
- In column 3 identify the number of Duplicated Clients to be served.

Activities to be Completed (1)	Unduplicated Clients to be Served (2)	Duplicated Clients projected to be served (3)
Nutrition (Congregate & Homebound)	150	9000

Performance and Outcomes, answer the following narrative questions using minimum funds request.

Indicate a timeline of services provided to client(s) in order to meet project outcome(s).

September 31, 2022 - FSA will serve 150 unduplicated seniors with meals. We will continue to provide congregare and homebound meals til program end date in June 30, 2023.

Describe how your agency determines client(s) success.

FSA determines client success through quantitative and qualitative measures. Quantitative measures includes the number of seniors served daily. Qualitative measures are client success stories and testimonials.

Describe your methodology to evaluate project outcomes.

FSA uses San Bernardino County Department on Aging and Adult Services Software to record the number of seniors that are served each day.

Exhibit 5A: Proposed Goals & Milestones

Explain how the project will meet contract goals and milestones and be completed within 12 months (July 1, 2022 – June 30, 2023). *For example, project expenditures and performance/ accomplishment goals of 40% by November 30th, 50% by December 31st, 80% by March 31st, and 100% by June 30th.*

FSA expects to serve 150 unduplicated clients throughout the program year. Since services will be conducted throughout the entire fiscal year, reimbursement claims will be issued each quarter.

Fill-in the table below with dates for submission of reimbursement claims and the estimated amount of each.

Date of Reimbursement:	Amount (\$):
09/30/2022	\$2,500.00
12/31/2022	\$2,500.00
03/31/2023	\$2,500.00
06/30/2023	\$2,500.00
Total Reimbursement: (\$)	\$10,000.00

**Exhibit 6: Agency Capacity Narrative
(Non-Profit Organizations Only)**

Describe the roles of key administrators, staff members, and volunteers within your agency that will implement the proposed project. In your description include experience, education, and licensing qualifications.

Tom Donahue is the Senior Nutrition Administrator and oversees the entire program, including budget preparation and policies/procedures.

Describe your agency's experience in administering government and/or public funds.

As a recipient of more than \$750,000 in federal funds, FSA is subject to single audit requirements using appropriate professional standards.

Describe your method to sustain project viability over the multi-year process if funding decreases.

FSA consistently searches for funding opportunities that could be a match for all agency programs, including the Senior Nutrition Department's More than a Meal program funding opportunities.

Instructions: Complete the table below by marking "YES" or "NO" to the questions listed below.

Question:	YES/ NO
<i>Example: Have you received federal funds in the past five years?</i>	Yes
In the past ten years, has your organization ever had its nonprofit status revoked or withheld by the IRS, the Secretary of State, the State Attorney General, or the Franchise Tax Board?	No
Has your organization been sued in the last five years?	No
Are any of your managers or staff with fiscal responsibilities involved in litigation presently that has any bearing on fiduciary trust or employee relations?	No
Have any unfavorable rulings been handed down by any court against your organization or Executive Director the last five years?	No
Does your organization currently have any unresolved fiscal, reporting, or program issues with any of its funding sources?	No

EXHIBIT 7: Civil Rights Laws Compliance and HUD Good Standing

Answer the following questions.

Has your organization been a past recipient of assistance under a HUD McKinney Act program or the HUD Single Family Property Disposition Homeless Program?

No

If you have been a recipient under either of these programs, has your agency experienced any project or construction delay, HUD finding or outstanding audit that HUD deems serious regarding the administration of HUD McKinney Act programs or the HUD Single Family Property Disposition Homeless Program?

No

If you answered “Yes”, please explain the circumstances and outcome below.

Applicants must be in compliance with applicable civil rights laws and Executive Orders. Applications will be rejected if your agency has any of the following: (1) Any pending civil rights lawsuit instituted by the U.S. Department of Justice; (2) Any noncompliance with civil rights statutes, Executive Orders or regulations as a result of formal administrative proceedings, unless the applicant is operating under a HUD-approved compliance agreement designed to correct the area of noncompliance or is currently negotiating such an agreement; (3) Any unresolved Secretarial charge of discrimination issues under Section 810(g) of the Fair Housing Act, as implemented by 24 CFR 103:400; (4) Any adjudication of a civil rights violation in a civil action brought against the Organization by a private individual, unless the applicant is operating in compliance with a court order designed to correct the area of noncompliance or the applicant has discharged any responsibility arising from such litigation; (5) Any deferral of the processing of applications from the sponsor imposed by HUD under Title VI of the Civil Rights Act of 1964, the Attorney General’s Guidelines (28 CFR 50.3) or the HUD Title VI regulations (24 CFR 1.8) and procedures, or under Section 504 of the Rehabilitation Act of 1973 and HUD Section 504 regulations (24 CFR 8.57). If one or more of these situations exists with your Organization, please attach a brief description.



**E- Signature Authorization
San Bernardino County
Community Development and Housing
Community Development Block Grant
2022 - 2023 Application**

Dena Fuentes
Deputy Executive Officer

Gary Hallen
Director

Application Title: FSA Senior Nutrition Program - Twentynine Palms

Applicant Name: Cheryl Marie Hansberger

In order to comply with all applicable federal grant regulations, a hard-copy of this E-Signature Authorization containing an original wet signature must be filed with the San Bernardino County, Community Development and Housing (CDH) in order for the applicant to electronically sign the Community Development Block Grant (CDBG) application documents online. This authorization may only be completed by a registered owner, partner, executive officer, or authorized employee (with proof of authorization) of the applicant submitting this form and must contain an original signature to be submitted to the CDH.

Authorization Agreement

I am an owner, partner, executive officer, or duly authorized employee of the below-listed applicant and have authority to enter into agreements on behalf of the below-listed applicant. CDH may rely on the receipt of such agreements executed and delivered by facsimile or other electronic means as if the original had been received. The undersigned agrees that the electronic signatures appearing on documents submitted from the below-listed applicant are the same as handwritten signatures for the purposes of validity, enforceability and admissibility. By signing this Electronic Signature Authorization Agreement, I authorize the CDH to accept, via electronic submission, documents submitted from the below-listed applicant as required by the CDH's Community Development Block Grant 2022 - 2023 Funding Application.

I understand that CDH may change the CDBG application system from time to time. I agree that the below-listed applicant will electronically sign all documents requiring a signature related to the CDBG funding application.

My signature on this form certifies that:

I agree that entering my name in the CDBG funding application system constitutes my electronic signature. I understand that any information and documents submitted using my name is electronically certifying my signature. I understand that I am legally bound, obligated, and responsible by use of my electronic signature as much as I would be by my handwritten signature. I agree that I will protect my signature from unauthorized use, and that I will contact CDH immediately, upon discovery that my electronic signature has been compromised. I certify that my electronic signature is for my own use, and that I will not delegate it or share it with any individual.

This request is effective immediately upon receipt by the CDH and will remain in effect until the end of the 2022 - 2023 CDBG funding cycle or I choose to cancel this request via written notification to the CDH. I understand that it is my responsibility to update and/or cancel this request under all circumstances, including my departure or terminated association with the below-listed applicant.

By signing the E- Signature Authorization Form we certify that this agency will also comply with the following:

Non-discrimination:

This organization will, through all possible means, ensure equal opportunity for all persons to receive services, to participate in the volunteer structure, and to be employed regardless of age, handicap, national background, race, religion, or sex. An existing sectarian nature of the agency shall not suffer impairment under this agreement, but participation in religious observances, rituals or services will not be required as a condition of receiving food, services, or shelter paid for by this grant.

Accountability:

We commit this organization, if a grant is received, to provide all reports to the County as required; to expend monies only on eligible costs; to keep complete documentation (copies of all canceled checks, invoices, receipts, etc.) on all expenditures for a minimum of three years; to spend all funds and close out the program on the required date; to return any unused funds to the County to cooperate with monitoring or site visits, and; to provide complete documentation of expenses to the County, if requested, by the required date.

We affirm that all information in this application is true and correct to the best of our knowledge and that the applicant under our authority will execute its responsibility under the proposed contract and adhere to all other applicable rules and regulations to the fullest extent possible.

Non-collusion:

This proposal is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named; the proposer has not directly induced or solicited any other proposer to put in a sham proposal, or any other person, firm or corporation to refrain from submitting a proposal; the proposer has not in any manner sought by collusion to secure for him/herself an advantage over any other proposer.

Applicant Information	
Applicant Name: Cheryl Marie Hansberger	
Application Title: FSA Senior Nutrition Program - Twentynine Palms	
Agency Name:	Federal Tax ID No.: 95-1803694
Mailing Address: 21250 Box Springs Rd, Suite 212	Phone No.: (951) 686-1096
Email Address: Cheryl.Hansberger@fsaca.org	Fax No:
Authorized Signature	
Print Name: Cheryl-Marie Hansberger	Print Title: CEO
Signature: Cheryl-Marie Hansberger	Date: 12/10/2021

Please send the signed copy of this agreement to:
 Community Development and Housing
 385 North Arrowhead Ave. 3rd Floor, San Bernardino, CA 94215-0043
 Attn: Community Development Block Grant Application

**CDBG Application Checklist
(Non-Profit Organizations Only)**

Community-based organizations are required to include one copy of the items listed below. If you are not submitting these items at this time, please notify Community Development and Housing at (909) 387-4705 to make other arrangements. The following information is required before any contract or reimbursement can be completed.

- Summary of agency's current year General Operating Budget
- List of agency's Board of Directors, including names and addresses
- Proof of existing non-profit/tax-exempt status (Letters from the Federal Internal Revenue Service and State Franchise Tax Board)
- Current certificate of insurance and amounts covered
- Organizational chart
- Minutes of last Board meeting
- Non- Profit agencies must be Registered in the System of Award Management (SAM) website.
Agency cannot be funded if they have been debarred in the past.
- Provide board minutes/letter that authorizes the executive director or program manager to run the project.

If your application is funded you will be required to provide a copy of your last audit and your Articles of Incorporation and Bylaws must be on file.



**San Bernardino County
Fiscal Year 2022 - 2023
Public Services Program Application**

The following documents must be submitted in the order listed, please be sure to submit all attachments with your application.

<input checked="" type="checkbox"/>	Exhibit 1: Organization Information
<input checked="" type="checkbox"/>	Exhibit 2: Project Information
<input checked="" type="checkbox"/>	Exhibit 3: Community Needs and Target Population
<input checked="" type="checkbox"/>	Exhibit 4: Project Budget & Sources
<input checked="" type="checkbox"/>	Exhibit 5: Performance & Outcomes
<input checked="" type="checkbox"/>	Exhibit 6: Agency Capacity Narrative
<input checked="" type="checkbox"/>	Exhibit 7: Civil Rights Laws Compliance and HUD Good Standing
<input type="checkbox"/>	Exhibit 8: Signature and Assurances
<input checked="" type="checkbox"/>	Application Checklist

Exhibit 1: Organization Information

Organization Name:

29 Palms Community Food Pantry and Outreach Ministries, Inc.

Organization Address:

PO Box 782 (6450 Stardune Ave)

City/State/Zip: 29 Palms / California / 92277

Phone: 760-361-3663

Fax:

Email:

Applicant Type: Public Service

Authorized Person Name: Lori Jo Cosgriff

Authorized Person's Title: President

Address: 70686 Cottonwood Dr

City/State/Zip: 29 Palms / California / 92277

Phone: 760-900-1169

Fax:

Email: kevininokinawa@hotmail.com

Application Contact Person's Name: Lori Jo Cosgriff

Application Contact Person's Title: President

Explain the Agency's 1) Mission, 2) Purpose, 3) Population Served, 4) Number of years serving population, 5) Supportive Services, their Funding Sources, and Start/End Dates.

The 29 Palms Food Pantry & Out Reach Ministries, Inc. was established as a non-profit organization in 2004 to provide emergency food to the residents of Twentynine Palms, Wonder Valley and the Marine Corps Base Twentynine Palms. Supported through Grants, local donations, food drives and fundraisers the pantry welcomes patrons to utilize the pantry 1 time a month where the patrons receive approximately 30 to 50 pounds of fresh & non perishable items. There is no time limit to the services provided, but patrons are asked to limit their visits to 1 time per month and prove that they are residents in the community served. All information is reviewed 1 time per year. The 29 Palms Community Food Pantry has no paid employees.

Exhibit 2: Project Information

Project Title:

29 Palms Community Food Pantry & Outreach Ministries Inc.

Project Address:

PO Box 782 (6450 Stardune Ave.) Twentynine Palms, CA. 92277

County Supervisorial District where project will be located:

- 1st District 2nd District 3rd District 4th District 5th District

Is this a New Public Service Project, or request to expand services to an existing CDBG project?

Expansions of Service to an Existing Project

If this is an Expansion of Service to previously funded CDBG project, please explain how this is an expansion of service?. (i.e For 2015 we proposed 60 units of service, this year the agency is planning to serve 100 units of service)

The 29 Palms Community Food Panty is currently providing services to an average of 186 patrons monthly. The monthly numbers have fluctuated wildly throughout this last year and we expect those fluctuations to continue, as other organizations who have been providing food assistance during the pandemic, cease services and we return to being the primary source for emergency food in our community.

If you are requesting funds for an existing CDBG project, provide prior CDBG project number.

TWEN-19-CV-1-05W/0213

Will this project provide an opportunity to hire minority-owned and women owned businesses?

No

If YES, describe what actions will be completed to implement such subcontracting plans to monitor this component of the proposed project. If NO, discuss why and what actions are being taken to encourage minority-women businesses to apply for this project.

EXHIBIT 2A: Countywide Vision

Indicate Yes/No in the table below if any of these countywide vision goals are pertinent to the proposed project.

Countywide Vision

Countywide Vision	Yes/ No
Implement the Countywide Vision.	Yes
Create, Maintain and Grow Jobs and Economic Value in the County.	No
Improve County Government Operations.	No
Operate in a Fiscally-Responsible and Business-Like Manner.	Yes
Ensure Development of a Well-Planned, Balanced, and Sustainable County.	Yes
Maintain Public Safety.	Yes
Provide for the Health and Social Services Needs of County Residents.	Yes
Pursue County Goals and Objectives by Working with Other Governmental Agencies.	Yes

Provide a brief narrative of how your project meets the Countywide Vision:

The 29 Palms Community Food Pantry provides a high quality services to all of its diverse patrons, seeking to improve their quality of life in an effective and supportive manner, without reservation or judgement. Our all volunteer organization recognizes the unique contributions that are made from all sectors of our population and works to seek solutions to the unique problems posed by our geographical and economical position in the county.

Exhibit 3: Community Needs and Target Population

Community Needs		Target Population	
Public Service Needs:	Yes/No	Proposed Community:	Yes/No
Senior Services	Yes	Low and Moderate Persons	Yes
Handicapped Services	Yes	Low and Moderate Households	Yes
Youth Services	Yes	Abused Children	Yes
Child Care Services	No	Handicapped Persons	Yes
Transportation Services	No	Illiterate Persons	Yes
Substance Abuse Services	No	Homeless Persons	Yes
Employment Training	No	Migrant Farm Workers	Yes
Health Services	No	Elderly People	Yes
Lead Hazard Screening	No		
Crime Awareness	No		

City/Target Area of Project Beneficiaries

Participating Cities: (i.e Redlands, Colton, Yucaipa)

The 29 Palms Community Food Pantry & Outreach Ministries serves the residents of 29 Palms, Wonder Valley and the Marine Corps Base Air Ground Combat Center Twentynine Palms who are in need of emergency food assistance.

Exhibit 3: Community Needs and Target Population (continued)

Describe the geographic boundaries of the neighborhood, community or area in which clients of the proposed program reside (attach a map if needed):

29 Palms, Wonder Valley and the Marine Corps Air Ground Combat Center are located at the eastern edge of the Morongo Basin in the Southern Desert Region of the County of San Bernardino.

HUD Demographics: (Yes/No)

- Does this project help prevent homelessness?
- Does this project help the homeless?
- Does this project help those with HIV or AIDS?
- Does this project primarily help persons with disabilities?

Summarize the description of your project to include 1) priority, 2) sub-activity, 3) population(s) to be served, and 4) accomplishment level, and 5) services to be provided.

The 29 Palms Community Food Pantry & Out Reach Ministries Inc, provides emergency food assistance for the residents of 29 Palms, WonderValley and the Marine Corps Air Ground Combat Center. Patrons who access Pantry services are treated with dignity and respect and volunteers are trained to offer information about other resources in our community ranging from health care to transportation. The Pantry distributes the same basic list of staple months monthly. These basic items will feed a family of 5, 4 full meals with items left over to supliment other meals.

Describe how this project meets the priority population and activities selected.

The 29 Palms Community Food Pantry is able to provide emergency food assistance, 30 to 50 pounds of perishable and non perishable food, to all residents of 29 Palms, Wonder Valley and the Marine Corps Base who come for services without reservation. We are open Mon. Wed. & Fri. Mornings 9:30-11:30 . The 1st Sat. of every month 9:30-11:30 AM. And the 2nd & 4th Wed evenings 5 - 6:30 PM, assuring everyone access.

Explain why this project is needed and what evidence can you substantiate the need.

The 29 Palms Community Food Pantry has been providing emergency food services to the food insecure in our community since 2004. During that time we have seen a consistant number of patrons that has risen with the times and the economy to its current levels.

Describe what gaps of service in the county this project fills.

The Morongo Basin is geographically isolated from the rest of the County of San Bernardino. Twentynine Palms, The Marine Corps Base and Wonder Valley are at the eastern edge of the basin. Unemployment was high in our area before the Pandemic and despite other food distribution programs currently operating in our area we remain a main resource for a segment of the population who lack money, transportation and access to free or low cost food resources.

What are the critical factors for the success of your project (include both financial and human resources)? For instance, is this the only funding for this project? What happens if funding decreases? Does this project rely on only one source of leveraging? Is there adequate staff involved with the project if there is project turnover? Please address any factor that is critical to project success.

Our Pantry has always been exactly what it is called, A Community Food Pantry. We receive regular cash & food donations from members of our community & we partner with local service organizations, schools & the Postal Service for food drives. These donations and grants are combined with grants like the CDBG. Our greatest resource is our community! We have board members and volunteers who have been with us since 2004, access to volunteers from the Marine Corps Base when needed, and we have the ability to be flexible. We work to be good stewards of the funds we manage.

Exhibit 4: Project Budget & Sources

Project Budget		
	SB County Share: (\$)	Other Source: (\$)
Personnel	\$0.00	\$0.00
Equipment (Rental, Lease or Purchase)	\$0.00	\$1,000.00
Consultant Services (Auditing, Accounting or Payroll)	\$0.00	\$200.00
Space Rent	\$0.00	\$200.00
Insurance	\$0.00	\$2,000.00
Consumable Supplies	\$10,000.00	\$35,000.00
Other <input type="text"/>	\$0.00	\$2,200.00
Total Costs	\$10,000.00	\$40,600.00
Total Project Budget Cost: (CDBG Share + Other Source)		\$50,600.00

Exhibit 4A: CDBG Funds Requested and Leveraging Information

Indicate the amount being requested by the city.

City	Amount Requested (\$): (This amount should match the grand total requested from CDBG Share)
Twentyni	\$10,000.00

Leveraging items may include any written commitments that will be used towards your cash match requirements in the project, as well as any written commitments for building, equipment, materials, services and volunteer time.

Source of Funding:	Type of Funding: (Grant Name, EFSP Money)	Amount (\$):	Date Available: (11/22/2016)
Federal Funding			
State Funding			
County Funding			
Private Funding			
Other:	Existing capitol/fundraising/grants	\$40,600.00	01/01/2022
Total Leveraging Funds		\$40,600.00	

Exhibit 5: Performance and Outcomes

Definitions:

Unduplicated Clients: The number clients/persons projected to be served during the program year (e.g. 25 clients, 50 seniors):

Duplicated Clients: The estimated yearly units of service (duplicated, e.g. 25 clients x 10 visits=250 units of service):

Complete the chart below with the number of Duplicated and Unduplicated Clients to be served.

- In column 1 identify activities that will be completed (e.g. intervention, counseling, and case management).
- In column 2 indicate the number of Unduplicated Clients to be served.
- In column 3 identify the number of Duplicated Clients to be served.

Activities to be Completed (1)	Unduplicated Clients to be Served (2)	Duplicated Clients projected to be served (3)
Emergency Food Provided	525	3675

Performance and Outcomes, answer the following narrative questions using minimum funds request.

Indicate a timeline of services provided to client(s) in order to meet project outcome(s).

Pantry patrons utilize the Pantry monthly approximately 7 times a year, beginning in January of every year.

Describe how your agency determines client(s) success.

The 29 Palms Community Pantry provides emergency food services to all resident who present them selves for services.

Describe your methodology to evaluate project outcomes.

Client records are maintained at the point of service. Our service numbers are gathered and maintained monthly.

Exhibit 5A: Proposed Goals & Milestones

Explain how the project will meet contract goals and milestones and be completed within 12 months (July 1, 2022 – June 30, 2023). *For example, project expenditures and performance/ accomplishment goals of 40% by November 30th, 50% by December 31st, 80% by March 31st, and 100% by June 30th.*

The 29 Palms Community Food Pantry will provide emergency food services from its current location, maintaining the currently posted hours and days of operation. This pattern of service will maintain a constant flow of food to our patrons and steady monthly expenditures for that food.

Fill-in the table below with dates for submission of reimbursement claims and the estimated amount of each.

Date of Reimbursement:	Amount (\$):
07/31/2022	\$1,000.00
08/31/2022	\$1,000.00
09/30/2022	\$1,000.00
10/31/2022	\$1,000.00
11/30/2022	\$1,000.00
12/31/2022	\$1,000.00
01/31/2023	\$1,000.00
02/28/2023	\$1,000.00
03/31/2023	\$500.00
04/30/2023	\$500.00
05/31/2023	\$500.00
06/30/2023	\$500.00
Total Reimbursement: (\$)	\$10,000.00

Exhibit 6: Agency Capacity Narrative (Non-Profit Organizations Only)

Describe the roles of key administrators, staff members, and volunteers within your agency that will implement the proposed project. In your description include experience, education, and licensing qualifications.

Our record keeping, finances and general administration are overseen by members of the community who serve as our elected Board of Directors

Describe your agency's experience in administering government and/or public funds.

The 29 Palms Community Food Pantry has operated successfully on Grants and private donations since 2004.

Describe your method to sustain project viability over the multi-year process if funding decreases.

Our plan for sustainability includes, good stewardship of funds already accrued, future grant applications, private fund raising, food drives, community partnerships access to free food sources.

Instructions: Complete the table below by marking "YES" or "NO" to the questions listed below.

Question:	YES/ NO
<i>Example: Have you received federal funds in the past five years?</i>	Yes
In the past ten years, has your organization ever had its nonprofit status revoked or withheld by the IRS, the Secretary of State, the State Attorney General, or the Franchise Tax Board?	No
Has your organization been sued in the last five years?	No
Are any of your managers or staff with fiscal responsibilities involved in litigation presently that has any bearing on fiduciary trust or employee relations?	No
Have any unfavorable rulings been handed down by any court against your organization or Executive Director the last five years?	No
Does your organization currently have any unresolved fiscal, reporting, or program issues with any of its funding sources?	No

EXHIBIT 7: Civil Rights Laws Compliance and HUD Good Standing

Answer the following questions.

Has your organization been a past recipient of assistance under a HUD McKinney Act program or the HUD Single Family Property Disposition Homeless Program?

No

If you have been a recipient under either of these programs, has your agency experienced any project or construction delay, HUD finding or outstanding audit that HUD deems serious regarding the administration of HUD McKinney Act programs or the HUD Single Family Property Disposition Homeless Program?

No

If you answered “Yes”, please explain the circumstances and outcome below.

Applicants must be in compliance with applicable civil rights laws and Executive Orders. Applications will be rejected if your agency has any of the following: (1) Any pending civil rights lawsuit instituted by the U.S. Department of Justice; (2) Any noncompliance with civil rights statutes, Executive Orders or regulations as a result of formal administrative proceedings, unless the applicant is operating under a HUD-approved compliance agreement designed to correct the area of noncompliance or is currently negotiating such an agreement; (3) Any unresolved Secretarial charge of discrimination issues under Section 810(g) of the Fair Housing Act, as implemented by 24 CFR 103:400; (4) Any adjudication of a civil rights violation in a civil action brought against the Organization by a private individual, unless the applicant is operating in compliance with a court order designed to correct the area of noncompliance or the applicant has discharged any responsibility arising from such litigation; (5) Any deferral of the processing of applications from the sponsor imposed by HUD under Title VI of the Civil Rights Act of 1964, the Attorney General’s Guidelines (28 CFR 50.3) or the HUD Title VI regulations (24 CFR 1.8) and procedures, or under Section 504 of the Rehabilitation Act of 1973 and HUD Section 504 regulations (24 CFR 8.57). If one or more of these situations exists with your Organization, please attach a brief description.



**E- Signature Authorization
San Bernardino County
Community Development and Housing
Community Development Block Grant
2022 - 2023 Application**

Dena Fuentes
Deputy Executive Officer

Gary Hallen
Director

Application Title: 2022 29 Palms Community Food Pantry & Outreach Ministries 2022 Public Service Application

Applicant Name: Lori Jo Cosgriff

In order to comply with all applicable federal grant regulations, a hard-copy of this E-Signature Authorization containing an original wet signature must be filed with the San Bernardino County, Community Development and Housing (CDH) in order for the applicant to electronically sign the Community Development Block Grant (CDBG) application documents online. This authorization may only be completed by a registered owner, partner, executive officer, or authorized employee (with proof of authorization) of the applicant submitting this form and must contain an original signature to be submitted to the CDH.

Authorization Agreement

I am an owner, partner, executive officer, or duly authorized employee of the below-listed applicant and have authority to enter into agreements on behalf of the below-listed applicant. CDH may rely on the receipt of such agreements executed and delivered by facsimile or other electronic means as if the original had been received. The undersigned agrees that the electronic signatures appearing on documents submitted from the below-listed applicant are the same as handwritten signatures for the purposes of validity, enforceability and admissibility. By signing this Electronic Signature Authorization Agreement, I authorize the CDH to accept, via electronic submission, documents submitted from the below-listed applicant as required by the CDH's Community Development Block Grant 2022 - 2023 Funding Application.

I understand that CDH may change the CDBG application system from time to time. I agree that the below-listed applicant will electronically sign all documents requiring a signature related to the CDBG funding application.

My signature on this form certifies that:

I agree that entering my name in the CDBG funding application system constitutes my electronic signature. I understand that any information and documents submitted using my name is electronically certifying my signature. I understand that I am legally bound, obligated, and responsible by use of my electronic signature as much as I would be by my handwritten signature. I agree that I will protect my signature from unauthorized use, and that I will contact CDH immediately, upon discovery that my electronic signature has been compromised. I certify that my electronic signature is for my own use, and that I will not delegate it or share it with any individual.

This request is effective immediately upon receipt by the CDH and will remain in effect until the end of the 2022 - 2023 CDBG funding cycle or I choose to cancel this request via written notification to the CDH. I understand that it is my responsibility to update and/or cancel this request under all circumstances, including my departure or terminated association with the below-listed applicant.

By signing the E- Signature Authorization Form we certify that this agency will also comply with the following:

Non-discrimination:

This organization will, through all possible means, ensure equal opportunity for all persons to receive services, to participate in the volunteer structure, and to be employed regardless of age, handicap, national background, race, religion, or sex. An existing sectarian nature of the agency shall not suffer impairment under this agreement, but participation in religious observances, rituals or services will not be required as a condition of receiving food, services, or shelter paid for by this grant.

Accountability:

We commit this organization, if a grant is received, to provide all reports to the County as required; to expend monies only on eligible costs; to keep complete documentation (copies of all canceled checks, invoices, receipts, etc.) on all expenditures for a minimum of three years; to spend all funds and close out the program on the required date; to return any unused funds to the County to cooperate with monitoring or site visits, and; to provide complete documentation of expenses to the County, if requested, by the required date.

We affirm that all information in this application is true and correct to the best of our knowledge and that the applicant under our authority will execute its responsibility under the proposed contract and adhere to all other applicable rules and regulations to the fullest extent possible.

Non-collusion:

This proposal is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named; the proposer has not directly induced or solicited any other proposer to put in a sham proposal, or any other person, firm or corporation to refrain from submitting a proposal; the proposer has not in any manner sought by collusion to secure for him/herself an advantage over any other proposer.

Applicant Information	
Applicant Name: Lori Jo Cosgriff	
Application Title: 2022 29 Palms Community Food Pantry & Outreach Ministries 2022 Public Service Application	
Agency Name:	Federal Tax ID No.: 41-2137255
Mailing Address: PO Box 782. 29 Palms, CA. 92277	Phone No.: (760) 900-1169
Email Address:	Fax No:
Authorized Signature	
Print Name: Lori Jo Cosgriff	Print Title: President
Signature: Lori Jo Cosgriff	Date:

Please send the signed copy of this agreement to:
 Community Development and Housing
 385 North Arrowhead Ave. 3rd Floor, San Bernardino, CA 94215-0043
 Attn: Community Development Block Grant Application

**CDBG Application Checklist
(Non-Profit Organizations Only)**

Community-based organizations are required to include one copy of the items listed below. If you are not submitting these items at this time, please notify Community Development and Housing at (909) 387-4705 to make other arrangements. The following information is required before any contract or reimbursement can be completed.

- Summary of agency's current year General Operating Budget
- List of agency's Board of Directors, including names and addresses
- Proof of existing non-profit/tax-exempt status (Letters from the Federal Internal Revenue Service and State Franchise Tax Board)
- Current certificate of insurance and amounts covered
- Organizational chart
- Minutes of last Board meeting
- Non- Profit agencies must be Registered in the System of Award Management (SAM) website.
Agency cannot be funded if they have been debarred in the past.
- Provide board minutes/letter that authorizes the executive director or program manager to run the project.

If your application is funded you will be required to provide a copy of your last audit and your Articles of Incorporation and Bylaws must be on file.



**San Bernardino County
Fiscal Year 2022 - 2023
Public Services Program Application**

The following documents must be submitted in the order listed, please be sure to submit all attachments with your application.

<input type="checkbox"/>	Exhibit 1: Organization Information
<input type="checkbox"/>	Exhibit 2: Project Information
<input type="checkbox"/>	Exhibit 3: Community Needs and Target Population
<input type="checkbox"/>	Exhibit 4: Project Budget & Sources
<input type="checkbox"/>	Exhibit 5: Performance & Outcomes
<input type="checkbox"/>	Exhibit 6: Agency Capacity Narrative
<input type="checkbox"/>	Exhibit 7: Civil Rights Laws Compliance and HUD Good Standing
<input type="checkbox"/>	Exhibit 8: Signature and Assurances
<input type="checkbox"/>	Application Checklist

Exhibit 1: Organization Information

Organization Name:

Mil-Tree Veteran Project

Organization Address:

P.O. Box 1762

City/State/Zip: Joshua Tree / CA / 92252

Phone: 323-791-2986

Fax:

Email: miltreecommunity@gmail.com

Applicant Type: Non Profit (501c3)

Authorized Person Name: Cheryl Montelle

Authorized Person's Title: Executive Director / Founder

Address: P.O. Box 1762

City/State/Zip: Joshua Tree / CA / 92252

Phone: 323-791-2986

Fax:

Email: miltreecommunity@gmail.com

Application Contact Person's Name: Cheryl Montelle

Application Contact Person's Title: Executive Director / Founder

Explain the Agency's 1) Mission, 2) Purpose, 3) Population Served, 4) Number of years serving population, 5) Supportive Services, their Funding Sources, and Start/End Dates.

1) Mil-Tree Veteran Project creates community between veterans, active-duty military and civilians by building bridges through the arts, inclusive dialogue, and shared projects. We believe that connection to community transforms service-related distress and isolation while easing transition to civilian life. 2) Our purpose is to build community by offering programs that bridge the diverse populations in the communities we serve. 3) Our programs serve veterans, active military, civilians, seniors, young adults, family members. 4) 9 years 5) Arts Connection, S. B. Art Council with California Art Council receiving 4 grant awards: Feb 20 - 2018 and a new award for May 7 -10 2020; California Humanities 2020 May 7 -10 programming 2021 recovery Grant; California Art council project in 2022 & recovery for 202; Starbucks June 2021, Walmart Sept 2021 for sustainability of organization.

Exhibit 2: Project Information

Project Title:

Project Address:

County Supervisorial District where project will be located:

- 1st District 2nd District 3rd District 4th District 5th District

Is this a New Public Service Project, or request to expand services to an existing CDBG project?

If this is an Expansion of Service to previously funded CDBG project, please explain how this is an expansion of service?. (i.e For 2015 we proposed 60 units of service, this year the agency is planning to serve 100 units of service)

Does not apply

If you are requesting funds for an existing CDBG project, provide prior CDBG project number.

Will this project provide an opportunity to hire minority-owned and women owned businesses?

Yes

If YES, describe what actions will be completed to implement such subcontracting plans to monitor this component of the proposed project. If NO, discuss why and what actions are being taken to encourage minority-women businesses to apply for this project.

Mil-Tree welcomes minority-businesses to be part of our volunteer team. One of the programs we are requesting funding for will be run by a women and will only be offered to women veterans and veterans who identify as women, of all color, race, and sexual orientations. Our equity and inclusion statement is at the heart of all our programing. The work accomplished by our volunteers provides valuable service to our communities while helping to bridge the veteran civilian divide.

EXHIBIT 2A: Countywide Vision

Indicate Yes/No in the table below if any of these countywide vision goals are pertinent to the proposed project.

Countywide Vision

Countywide Vision	Yes/ No
Implement the Countywide Vision.	Yes
Create, Maintain and Grow Jobs and Economic Value in the County.	No
Improve County Government Operations.	No
Operate in a Fiscally-Responsible and Business-Like Manner.	Yes
Ensure Development of a Well-Planned, Balanced, and Sustainable County.	No
Maintain Public Safety.	Yes
Provide for the Health and Social Services Needs of County Residents.	Yes
Pursue County Goals and Objectives by Working with Other Governmental Agencies.	Yes

Provide a brief narrative of how your project meets the Countywide Vision:

Mil-Tree Veteran Project's mission/programming meets the Countywide vision by focusing on the veteran populations well-being and mental health, filling a gap by helping them to reconnect with their community in creative and safe environments. We're a community based organization that designs programming which allows our veterans to be seen and heard, therefore encouraging healthy transformation and more trust as they enter their civilian life. According to the RAND Center for Military Health Policy Research, 20 percent of the vets who served in Iraq or Afghanistan suffer from major depression or post-traumatic stress disorder. Our goal is to help with minimizing isolation and depression by bringing veterans into the greater community through arts and dialogue, through our free events, workshops, retreats and gatherings.

Exhibit 3: Community Needs and Target Population

Community Needs		Target Population	
Public Service Needs:	Yes/No	Proposed Community:	Yes/No
Senior Services		Low and Moderate Persons	Yes
Handicapped Services		Low and Moderate Households	Yes
Youth Services		Abused Children	No
Child Care Services		Handicapped Persons	Yes
Transportation Services		Illiterate Persons	Yes
Substance Abuse Services		Homeless Persons	Yes
Employment Training		Migrant Farm Workers	
Health Services	Yes	Elderly People	Yes
Lead Hazard Screening			
Crime Awareness			

City/Target Area of Project Beneficiaries

Participating Cities: (i.e Redlands, Colton, Yucaipa)

Services will be offered in 29 Palms but we welcome those that live in the Morongo Basin, including Morongo Valley, Yucca Valley, Joshua Tree, Landers and Wonder Valley.

Exhibit 3: Community Needs and Target Population (continued)

Describe the geographic boundaries of the neighborhood, community or area in which clients of the proposed program reside (attach a map if needed):

The geographic boundaries include the Morongo Basin.

HUD Demographics: (Yes/No)

- Does this project help prevent homelessness?
- Does this project help the homeless?
- Does this project help those with HIV or AIDS?
- Does this project primarily help persons with disabilities?

Summarize the description of your project to include 1) priority, 2) sub-activity, 3) population(s) to be served, and 4) accomplishment level, and 5) services to be provided.

A) Two 8-week sessions of Trauma Center Trauma Sensitive (TCTSY) yoga and dialogue for women and those that identify as women struggling with PTSD. TCTSY is an empirically validated, clinical intervention for complex trauma or chronic treatment-resistant PTSD. Groups will meet once a week for 90 minutes and be limited to 8-10 participants (60% veterans/active duty and 40% civilians). Melissa Grisi (LCSW, CADDCC, CCTP, RYT-200), who will lead the program, is trained in TCTSY and has worked with the military populations. Each session will include check-in and discussion, skills-building, experiential practices and TCTSY yoga. Upon completion, participants will leave the group with their own unique self-care plan. B) Songwriting Workshop with Tim Easton. This would take place over 4 days; 3 days of a 4 hour workshop with the 4th day being a performance. Limited to 8 - 10 participants (60% veterans /active duty and 40% civilians), with the goal of allowing for emotional exploration and storytelling through song to enhance deep communication and understanding. Tim Easton is an accomplished, award-winning guitarist and singer-songwriter who has published over 160 songs. He has taught workshops for 5 years in conjunction with Alaskan Arts Councils, where participants learned to engage in the cathartic relief of describing real life events through song and then performing them on stage. After many years in Joshua Tree, he now resides in Nashville, TN.

Describe how this project meets the priority population and activities selected.

This project meets the priority population by giving veterans with PTSD the opportunity to address the sense of isolation and displacement they feel when returning home from active duty. Through creative activities including writing, music, yoga, movement and dialogue, we help veterans to explore and share their personal stories with the community; it is an opportunity to begin healing from trauma in a supportive setting.

Explain why this project is needed and what evidence can you substantiate the need.

From Americans for the Arts: “the arts play a significant role in helping veterans in the successful reintegration into family and community life. While the combat death rate has decreased overall, there has been an increase in the number of service members returning home who suffer from both physical and psychological traumas, including post-traumatic stress.”

Describe what gaps of service in the county this project fills.

Mil-Tree fills gaps by offering programs that explore the experience of serving in the military and address the wounds of war through creative work. Expression through movement, writing, and song are combined with dialogue and deep listening to provide veterans with a supportive environment to exorcise the traumas they have endured and begin building support networks they need to transition to civilian life. There are no other organizations offering support to veterans re-entry into community through creative endeavors and dialogue in the Morongo Basin.

What are the critical factors for the success of your project (include both financial and human resources)? For instance, is this the only funding for this project? What happens if funding decreases? Does this project rely on only one source of leveraging? Is there adequate staff involved with the project if there is project turnover? Please address any factor that is critical to project success.

Mil-Tree is sustained through grants from state and private funders, some of which include the California Arts Council, California Humanities, Walmart and Starbucks. This project will be funded in part by “Live From Joshua Tree,” our spoken word event/fundraiser. We have a dedicated group of volunteers who have worked with the organization for years, an Executive Director with a long track record of successful projects, and highly trained and committed project leaders; the critical factor for success will be having sufficient funds to cover personnel, venue, and equipment.

Exhibit 4: Project Budget & Sources

Project Budget		
	SB County Share: (\$)	Other Source: (\$)
Personnel	\$4,700.00	\$3,000.00
Equipment (Rental, Lease or Purchase)	\$1,000.00	\$500.00
Consultant Services (Auditing, Accounting or Payroll)		\$1,800.00
Space Rent	\$1,000.00	
Insurance	\$100.00	\$200.00
Consumable Supplies	\$200.00	\$500.00
Other <input type="text"/>		\$1,000.00
Total Costs	\$7,000.00	\$7,000.00
Total Project Budget Cost: (CDBG Share + Other Source)		\$14,000.00

Exhibit 4A: CDBG Funds Requested and Leveraging Information

Indicate the amount being requested by the city.

City	Amount Requested (\$): (This amount should match the grand total requested from CDBG Share)
Twentyni	\$7,000.00

Leveraging items may include any written commitments that will be used towards your cash match requirements in the project, as well as any written commitments for building, equipment, materials, services and volunteer time.

Source of Funding:	Type of Funding: (Grant Name, EFSP Money)	Amount (\$):	Date Available: (11/22/2016)
Federal Funding			
State Funding			
County Funding			
Private Funding	"Live from Joshua Tree" ticket sales at	\$7,000.00	01/22/2022
Other:			
Total Leveraging Funds		\$7,000.00	

Exhibit 5: Performance and Outcomes

Definitions:

Unduplicated Clients: The number clients/persons projected to be served during the program year (e.g. 25 clients, 50 seniors):

Duplicated Clients: The estimated yearly units of service (duplicated, e.g. 25 clients x 10 visits=250 units of service):

Complete the chart below with the number of Duplicated and Unduplicated Clients to be served.

- In column 1 identify activities that will be completed (e.g. intervention, counseling, and case management).
- In column 2 indicate the number of Unduplicated Clients to be served.
- In column 3 identify the number of Duplicated Clients to be served.

Activities to be Completed (1)	Unduplicated Clients to be Served (2)	Duplicated Clients projected to be served (3)
TCTSY Yoga Session 1	10	80
TCTSY yoga Session 2	10	80
Songwriting	10	40

Performance and Outcomes, answer the following narrative questions using minimum funds request.

Indicate a timeline of services provided to client(s) in order to meet project outcome(s).

TCTSY Yoga will be 8 weeks; September and October of 2022, followed by songwriting in April 2023 which will run concurrently with 2nd 8 week session of TCTSY Yoga April-May 2023.

Describe how your agency determines client(s) success.

Client success will be measured through entrance/exit surveys that will be designed and evaluated by a research associate/consultant.

Describe your methodology to evaluate project outcomes.

Surveys will use qualitative methods allowing us to measure cognitive & affective changes, expectation/satisfaction of participants.

Exhibit 5A: Proposed Goals & Milestones

Explain how the project will meet contract goals and milestones and be completed within 12 months (July 1, 2022 – June 30, 2023). *For example, project expenditures and performance/accomplishment goals of 40% by November 30th, 50% by December 31st, 80% by March 31st, and 100% by June 30th.*

Project expenditures and performance/accomplishment goals would be 40% complete by October 31st, 2022, and 100% by May, 2023.

Fill-in the table below with dates for submission of reimbursement claims and the estimated amount of each.

Date of Reimbursement:	Amount (\$):
08/01/2022	\$3,500.00
02/01/2022	\$3,500.00
01/30/2023	\$0.00
03/30/2023	\$0.00
05/30/2023	\$0.00
Total Reimbursement: (\$)	\$7,000.00

Exhibit 6: Agency Capacity Narrative (Non-Profit Organizations Only)

Describe the roles of key administrators, staff members, and volunteers within your agency that will implement the proposed project. In your description include experience, education, and licensing qualifications.

Melissa Grisi LCSW, TCTSY Yoga instructor, C. Montelle Proj. Director, Tim Easton singer/songwriter, workshop leader.S. Perumbily research

Describe your agency's experience in administering government and/or public funds.

Mil-Tree's has over nine years of history demonstrating the successful administration of government and publicly funded grant projects.

Describe your method to sustain project viability over the multi-year process if funding decreases.

Mil-tree is fortunate to have tremendous in-kind and monetary support from the Morongo Basin; we actively raise money through fundraisers, private donors, business sponsors, to offset any funding decreases.

Instructions: Complete the table below by marking "YES" or "NO" to the questions listed below.

Question:	YES/ NO
<i>Example: Have you received federal funds in the past five years?</i>	Yes
In the past ten years, has your organization ever had its nonprofit status revoked or withheld by the IRS, the Secretary of State, the State Attorney General, or the Franchise Tax Board?	No
Has your organization been sued in the last five years?	No
Are any of your managers or staff with fiscal responsibilities involved in litigation presently that has any bearing on fiduciary trust or employee relations?	No
Have any unfavorable rulings been handed down by any court against your organization or Executive Director the last five years?	No
Does your organization currently have any unresolved fiscal, reporting, or program issues with any of its funding sources?	No

EXHIBIT 7: Civil Rights Laws Compliance and HUD Good Standing

Answer the following questions.

Has your organization been a past recipient of assistance under a HUD McKinney Act program or the HUD Single Family Property Disposition Homeless Program?

No

If you have been a recipient under either of these programs, has your agency experienced any project or construction delay, HUD finding or outstanding audit that HUD deems serious regarding the administration of HUD McKinney Act programs or the HUD Single Family Property Disposition Homeless Program?

If you answered "Yes", please explain the circumstances and outcome below.

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San Bernardino County
Community Development and Housing
Community Development Block Grant
2022 - 2023 Application**

Dena Fuentes
Deputy Executive Officer

Gary Hallen
Director

Application Title: Mil-Tree Veteran Project Public Service Application

Applicant Name: Cheryl Montelle

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My signature on this form certifies that:

I agree that entering my name in the CDBG funding application system constitutes my electronic signature. I understand that any information and documents submitted using my name is electronically certifying my signature. I understand that I am legally bound, obligated, and responsible by use of my electronic signature as much as I would be by my handwritten signature. I agree that I will protect my signature from unauthorized use, and that I will contact CDH immediately, upon discovery that my electronic signature has been compromised. I certify that my electronic signature is for my own use, and that I will not delegate it or share it with any individual.

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This proposal is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named; the proposer has not directly induced or solicited any other proposer to put in a sham proposal, or any other person, firm or corporation to refrain from submitting a proposal; the proposer has not in any manner sought by collusion to secure for him/herself an advantage over any other proposer.

Applicant Information	
Applicant Name: Cheryl Montelle	
Application Title: Mil-Tree Veteran Project Public Service Application	
Agency Name:	Federal Tax ID No.: 46-3595545
Mailing Address: P.O. Box 1762, Joshua Tree, CA 92252	Phone No.: (323) 791-2986
Email Address: miltreecommunity@gmail.com	Fax No:
Authorized Signature	
Print Name: Cheryl Montelle	Print Title: Executive Director
Signature: Cheryl Montelle Executive Director of Mil-Tree	Date: 12/13/2021

Please send the signed copy of this agreement to:
 Community Development and Housing
 385 North Arrowhead Ave. 3rd Floor, San Bernardino, CA 94215-0043
 Attn: Community Development Block Grant Application

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(Non-Profit Organizations Only)**

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Agency cannot be funded if they have been debarred in the past.
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**San Bernardino County
Fiscal Year 2022 - 2023
Public Services Program Application**

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<input checked="" type="checkbox"/>	Exhibit 8: Signature and Assurances
<input checked="" type="checkbox"/>	Application Checklist

Exhibit 1: Organization Information

Organization Name:

Morongo Basin Unity Home, Inc

Organization Address:

7237 Joshua Ln

City/State/Zip: Yucca Valley / CA / 92284

Phone: 17603669663

Fax: 760-366-2643

Email: ed@unityhome.org

Applicant Type: non- profit

Authorized Person Name: Susanna Barnett

Authorized Person's Title: Executive Director

Address: 7237 Joshua Ln

City/State/Zip: Yucca Valley / CA / 92284

Phone: 17603669663

Fax:

Email: ed@unityhome

Application Contact Person's Name: Susanna Barnett

Application Contact Person's Title: Executive Director

Explain the Agency's 1) Mission, 2) Purpose, 3) Population Served, 4) Number of years serving population, 5) Supportive Services, their Funding Sources, and Start/End Dates.

Morongo Basin Unity Home Inc. "To provide a safe haven for victims of domestic violence. To educate and assist them through counseling, legal advocacy, and build their self esteem as to allow them to live their life free from the fear of abuse." MBUH purpose is to assist domestic violence victims/ survivors in escaping their abusive situation and to provide them with the tools necessary in order to lead a productive life free from domestic violence. Since 1982, MBUH has provided services nationwide with an emphasis on California and a focus in San Bernardino County, We provide 24/7 domestic violence services including up to 120 day emergency shelter, a 24/7 domestic violence hotline, MBUH provides outreach services such as domestic violence counseling, both individual and peer, professional counseling, legal assistance, restraining orders, supervised visitation, emergency food and clothing, and immigration assistance.

Exhibit 2: Project Information

Project Title:

shelter playground shade/cover

Project Address:

confidential

County Supervisorial District where project will be located:

- 1st District 2nd District 3rd District 4th District 5th District

Is this a New Public Service Project, or request to expand services to an existing CDBG project?

New Public Service Project

If this is an Expansion of Service to previously funded CDBG project, please explain how this is an expansion of service?. (i.e For 2015 we proposed 60 units of service, this year the agency is planning to serve 100 units of service)

N/A

If you are requesting funds for an existing CDBG project, provide prior CDBG project number.

Will this project provide an opportunity to hire minority-owned and women owned businesses?

Yes

If YES, describe what actions will be completed to implement such subcontracting plans to monitor this component of the proposed project. If NO, discuss why and what actions are being taken to encourage minority-women businesses to apply for this project.

Morongo Basin Unity Home, Inc. will produce three bids from local contractors and give priority to minority-owned business

EXHIBIT 2A: Countywide Vision

Indicate Yes/No in the table below if any of these countywide vision goals are pertinent to the proposed project.

Countywide Vision

Countywide Vision	Yes/ No
Implement the Countywide Vision.	Yes
Create, Maintain and Grow Jobs and Economic Value in the County.	Yes
Improve County Government Operations.	No
Operate in a Fiscally-Responsible and Business-Like Manner.	Yes
Ensure Development of a Well-Planned, Balanced, and Sustainable County.	Yes
Maintain Public Safety.	Yes
Provide for the Health and Social Services Needs of County Residents.	Yes
Pursue County Goals and Objectives by Working with Other Governmental Agencies.	Yes

Provide a brief narrative of how your project meets the Countywide Vision:

The execution of the proposed programs will implement the countywide vision in the following ways: This project will create jobs within the community for local contractors and for individuals, thereby growing economic during this hard pandemic year, and increase the value within the community. It will assist MBUH in operating with fiscal responsibilities to make sure the children staying at the emergency shelter is able to play safely in a shaded playground area. And continue develop a sustainable and safe community by providing a more secure playground.

Exhibit 3: Community Needs and Target Population

Community Needs		Target Population	
Public Service Needs:	Yes/No	Proposed Community:	Yes/No
Senior Services	Yes	Low and Moderate Persons	Yes
Handicapped Services	Yes	Low and Moderate Households	Yes
Youth Services	Yes	Abused Children	Yes
Child Care Services	Yes	Handicapped Persons	Yes
Transportation Services	Yes	Illiterate Persons	Yes
Substance Abuse Services	Yes	Homeless Persons	Yes
Employment Training	Yes	Migrant Farm Workers	No
Health Services	Yes	Elderly People	
Lead Hazard Screening	Yes		
Crime Awareness	Yes		

City/Target Area of Project Beneficiaries

Participating Cities: (i.e Redlands, Colton, Yucaipa)

Morongo Basin Unity Home Inc. provides services to all of San Bernardino County residents as well as neighboring counties and communities. Our emergency domestic violence shelter and transitional services extend nationwide for all victims of domestic violence in need of emergency shelter away from their abusive situation. Our organization's central demographic service areas are as follows: Yucca Valley, Joshua Tree, Twentynine Palms, Victorville, Morongo Valley, Apple Valley, Barstow, Johnson Valley, Landers, Wonder Valley, Hesperia, Needles, Pioneer Town, and Lucerne Valley.

Exhibit 3: Community Needs and Target Population (continued)

Describe the geographic boundaries of the neighborhood, community or area in which clients of the proposed program reside (attach a map if needed):

There are no boundaries

HUD Demographics: (Yes/No)

- Does this project help prevent homelessness?
- Does this project help the homeless?
- Does this project help those with HIV or AIDS?
- Does this project primarily help persons with disabilities?

Summarize the description of your project to include 1) priority, 2) sub-activity, 3) population(s) to be served, and 4) accomplishment level, and 5) services to be provided.

The proposed project's priority lies in the safety and security for the victims and thier children residing at shelter and the community accessibility to service offered through our organization. The populations served will be all current and potential victims of domestic violence and thier children. Our Emergency Shelter and outreach program is extremly successssful in providing a stable, safe, and supportive housing program option for domestic vioelnce victims/survivors and their families after transitioning out from shelter.Services provided through our shelter and outreach program is but not limited to counbseling both peer and group,professional counseling with our clinical department, emergency food and clothing, restraining order, court support,immigration advocacy, supervised vistation services, ect.

Describe how this project meets the priority population and activities selected.

Domesticviolencestatistics.org brings us the following facts: up tp 10 million children witness some form of domestic violence annually The costs of intimate partner and domestic violence in the US exceed 8.3 billion dollars, 5,8 billions are for direct medical and helath care services, while productivity losses account for nearly 2,5 Billion dollars.

Explain why this project is needed and what evidence can you substantiate the need.

Morongo Basin Unity Home Inc, is the only domestic violence shelter in all of the Morongo Basin, the next closest Domestic violence shelter is 73 miles away. Our organization fills a vital need within the community for domestic violence services, including a 24 hour emergency hotline/shellter and other services as listed previously. There is no other local organization than can fulfill the communities need for these situation.

Describe what gaps of service in the county this project fills.

Morongo Basin Unity Home Inc, is the only domestic violence shelter in all of the Morongo Basin, the next closest Domestic violence shelter is 73 miles away. Our organization fills a vital need within the community for domestic violence services, including a 24 hour emergency hotline/shellter and other services as listed previously. There is no other local organization than can fulfill the communities need for these situation.

What are the critical factors for the success of your project (include both financial and human resources)? For instance, is this the only funding for this project? What happens if funding decreases? Does this project rely on only one source of leveraging? Is there adequate staff involved with the project if there is project turnover? Please address any factor that is critical to project success.

none foreseen.

Exhibit 4: Project Budget & Sources

Project Budget		
	SB County Share: (\$)	Other Source: (\$)
Personnel		
Equipment (Rental, Lease or Purchase)	\$10,000.00	\$5,000.00
Consultant Services (Auditing, Accounting or Payroll)	\$0.00	\$0.00
Space Rent	\$0.00	\$0.00
Insurance	\$0.00	\$0.00
Consumable Supplies	\$0.00	\$0.00
Other <input type="text"/>	\$0.00	\$0.00
Total Costs	\$10,000.00	\$5,000.00
Total Project Budget Cost: (CDBG Share + Other Source)		\$15,000.00

Exhibit 4A: CDBG Funds Requested and Leveraging Information

Indicate the amount being requested by the city.

City	Amount Requested (\$): (This amount should match the grand total requested from CDBG Share)
Twentyni	\$10,000.00

Leveraging items may include any written commitments that will be used towards your cash match requirements in the project, as well as any written commitments for building, equipment, materials, services and volunteer time.

Source of Funding:	Type of Funding: (Grant Name, EFSP Money)	Amount (\$):	Date Available: (11/22/2016)
Federal Funding			
State Funding	Cal-OES	\$537,587.00	
County Funding	Cal-WORKS	\$302,951.00	
Private Funding	Public Support	\$18,500.00	
Other:	Fundraising/donation	\$14,000.00	
Total Leveraging Funds		\$873,038.00	

Exhibit 5: Performance and Outcomes

Definitions:

Unduplicated Clients: The number clients/persons projected to be served during the program year (e.g. 25 clients, 50 seniors):

Duplicated Clients: The estimated yearly units of service (duplicated, e.g. 25 clients x 10 visits=250 units of service):

Complete the chart below with the number of Duplicated and Unduplicated Clients to be served.

- In column 1 identify activities that will be completed (e.g. intervention, counseling, and case management).
- In column 2 indicate the number of Unduplicated Clients to be served.
- In column 3 identify the number of Duplicated Clients to be served.

Activities to be Completed (1)	Unduplicated Clients to be Served (2)	Duplicated Clients projected to be served (3)
Shelter Bed Nights	3591	9075
Crisis Counseling	1460	1950
Hotlines	897	1290

Performance and Outcomes, answer the following narrative questions using minimum funds request.

Indicate a timeline of services provided to client(s) in order to meet project outcome(s).

All our services are provided to victims of domestic violence and to their children 24/7

Describe how your agency determines client(s) success.

Client success is based on thier ability to stay safe and move forward in thier lives with a new understanding of domestic violence, it's effects on individuals and the children, how to break the cycle of abuse

Describe your methodology to evaluate project outcomes.

It will keep the children from being in the direct sol light and heat out when playing on the playground.

Exhibit 5A: Proposed Goals & Milestones

Explain how the project will meet contract goals and milestones and be completed within 12 months (July 1, 2022 – June 30, 2023). *For example, project expenditures and performance/ accomplishment goals of 40% by November 30th, 50% by December 31st, 80% by March 31st, and 100% by June 30th.*

Fill-in the table below with dates for submission of reimbursement claims and the estimated amount of each.

Date of Reimbursement:	Amount (\$):
06/30/2022	\$10,000.00
Total Reimbursement:	
(\$)	\$10,000.00

**Exhibit 6: Agency Capacity Narrative
(Non-Profit Organizations Only)**

Describe the roles of key administrators, staff members, and volunteers within your agency that will implement the proposed project. In your description include experience, education, and licensing qualifications.

The project director has been employed at Unity Hoem for over 24 years and has been the Executive Director for 6 of those years

Describe your agency’s experience in administering government and/or public funds.

80 % of Morongo Basin Unity Home Inc. funding comes from Federal, State, Count,City Government Agencies for over 34 years.

Describe your method to sustain project viability over the multi-year process if funding decreases.

If there is a decrease in funding for this project Unity Home will seek private donors and/or fundraising events to make up the difference.

Instructions: Complete the table below by marking “YES” or “NO” to the questions listed below.

Question:	YES/ NO
<i>Example: Have you received federal funds in the past five years?</i>	Yes
In the past ten years, has your organization ever had its nonprofit status revoked or withheld by the IRS, the Secretary of State, the State Attorney General, or the Franchise Tax Board?	No
Has your organization been sued in the last five years?	No
Are any of your managers or staff with fiscal responsibilities involved in litigation presently that has any bearing on fiduciary trust or employee relations?	No
Have any unfavorable rulings been handed down by any court against your organization or Executive Director the last five years?	No
Does your organization currently have any unresolved fiscal, reporting, or program issues with any of its funding sources?	No

EXHIBIT 7: Civil Rights Laws Compliance and HUD Good Standing

Answer the following questions.

Has your organization been a past recipient of assistance under a HUD McKinney Act program or the HUD Single Family Property Disposition Homeless Program?

No

If you have been a recipient under either of these programs, has your agency experienced any project or construction delay, HUD finding or outstanding audit that HUD deems serious regarding the administration of HUD McKinney Act programs or the HUD Single Family Property Disposition Homeless Program?

No

If you answered “Yes”, please explain the circumstances and outcome below.

Applicants must be in compliance with applicable civil rights laws and Executive Orders. Applications will be rejected if your agency has any of the following: (1) Any pending civil rights lawsuit instituted by the U.S. Department of Justice; (2) Any noncompliance with civil rights statutes, Executive Orders or regulations as a result of formal administrative proceedings, unless the applicant is operating under a HUD-approved compliance agreement designed to correct the area of noncompliance or is currently negotiating such an agreement; (3) Any unresolved Secretarial charge of discrimination issues under Section 810(g) of the Fair Housing Act, as implemented by 24 CFR 103:400; (4) Any adjudication of a civil rights violation in a civil action brought against the Organization by a private individual, unless the applicant is operating in compliance with a court order designed to correct the area of noncompliance or the applicant has discharged any responsibility arising from such litigation; (5) Any deferral of the processing of applications from the sponsor imposed by HUD under Title VI of the Civil Rights Act of 1964, the Attorney General’s Guidelines (28 CFR 50.3) or the HUD Title VI regulations (24 CFR 1.8) and procedures, or under Section 504 of the Rehabilitation Act of 1973 and HUD Section 504 regulations (24 CFR 8.57). If one or more of these situations exists with your Organization, please attach a brief description.



**E- Signature Authorization
San Bernardino County
Community Development and Housing
Community Development Block Grant
2022 - 2023 Application**

Dena Fuentes
Deputy Executive Officer

Gary Hallen
Director

Application Title: Morongo Basin Unity Home Inc.

Applicant Name: Susanna Barnett

In order to comply with all applicable federal grant regulations, a hard-copy of this E-Signature Authorization containing an original wet signature must be filed with the San Bernardino County, Community Development and Housing (CDH) in order for the applicant to electronically sign the Community Development Block Grant (CDBG) application documents online. This authorization may only be completed by a registered owner, partner, executive officer, or authorized employee (with proof of authorization) of the applicant submitting this form and must contain an original signature to be submitted to the CDH.

Authorization Agreement

I am an owner, partner, executive officer, or duly authorized employee of the below-listed applicant and have authority to enter into agreements on behalf of the below-listed applicant. CDH may rely on the receipt of such agreements executed and delivered by facsimile or other electronic means as if the original had been received. The undersigned agrees that the electronic signatures appearing on documents submitted from the below-listed applicant are the same as handwritten signatures for the purposes of validity, enforceability and admissibility. By signing this Electronic Signature Authorization Agreement, I authorize the CDH to accept, via electronic submission, documents submitted from the below-listed applicant as required by the CDH's Community Development Block Grant 2022 - 2023 Funding Application.

I understand that CDH may change the CDBG application system from time to time. I agree that the below-listed applicant will electronically sign all documents requiring a signature related to the CDBG funding application.

My signature on this form certifies that:

I agree that entering my name in the CDBG funding application system constitutes my electronic signature. I understand that any information and documents submitted using my name is electronically certifying my signature. I understand that I am legally bound, obligated, and responsible by use of my electronic signature as much as I would be by my handwritten signature. I agree that I will protect my signature from unauthorized use, and that I will contact CDH immediately, upon discovery that my electronic signature has been compromised. I certify that my electronic signature is for my own use, and that I will not delegate it or share it with any individual.

This request is effective immediately upon receipt by the CDH and will remain in effect until the end of the 2022 - 2023 CDBG funding cycle or I choose to cancel this request via written notification to the CDH. I understand that it is my responsibility to update and/or cancel this request under all circumstances, including my departure or terminated association with the below-listed applicant.

By signing the E- Signature Authorization Form we certify that this agency will also comply with the following:

Non-discrimination:

This organization will, through all possible means, ensure equal opportunity for all persons to receive services, to participate in the volunteer structure, and to be employed regardless of age, handicap, national background, race, religion, or sex. An existing sectarian nature of the agency shall not suffer impairment under this agreement, but participation in religious observances, rituals or services will not be required as a condition of receiving food, services, or shelter paid for by this grant.

Accountability:

We commit this organization, if a grant is received, to provide all reports to the County as required; to expend monies only on eligible costs; to keep complete documentation (copies of all canceled checks, invoices, receipts, etc.) on all expenditures for a minimum of three years; to spend all funds and close out the program on the required date; to return any unused funds to the County to cooperate with monitoring or site visits, and; to provide complete documentation of expenses to the County, if requested, by the required date.

We affirm that all information in this application is true and correct to the best of our knowledge and that the applicant under our authority will execute its responsibility under the proposed contract and adhere to all other applicable rules and regulations to the fullest extent possible.

Non-collusion:

This proposal is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named; the proposer has not directly induced or solicited any other proposer to put in a sham proposal, or any other person, firm or corporation to refrain from submitting a proposal; the proposer has not in any manner sought by collusion to secure for him/herself an advantage over any other proposer.

Applicant Information	
Applicant Name: Susanna Barnett	
Application Title: Morongo Basin Unity Home Inc.	
Agency Name:	Federal Tax ID No.:
Mailing Address: P.O. Box 966	Phone No.: (760) 366-9663
Email Address: ed@unityhome.org	Fax No: (760) 366-2643
Authorized Signature	
Print Name: Susanna Barnett	Print Title: Executive Director
Signature: Susanna Barnett Executive Director	Date: 12/14/2021

Please send the signed copy of this agreement to:
 Community Development and Housing
 385 North Arrowhead Ave. 3rd Floor, San Bernardino, CA 94215-0043
 Attn: Community Development Block Grant Application

**CDBG Application Checklist
(Non-Profit Organizations Only)**

Community-based organizations are required to include one copy of the items listed below. If you are not submitting these items at this time, please notify Community Development and Housing at (909) 387-4705 to make other arrangements. The following information is required before any contract or reimbursement can be completed.

- Summary of agency's current year General Operating Budget
- List of agency's Board of Directors, including names and addresses
- Proof of existing non-profit/tax-exempt status (Letters from the Federal Internal Revenue Service and State Franchise Tax Board)
- Current certificate of insurance and amounts covered
- Organizational chart
- Minutes of last Board meeting
- Non- Profit agencies must be Registered in the System of Award Management (SAM) website.
Agency cannot be funded if they have been debarred in the past.
- Provide board minutes/letter that authorizes the executive director or program manager to run the project.

If your application is funded you will be required to provide a copy of your last audit and your Articles of Incorporation and Bylaws must be on file.



STAFF REPORT

TO: City Council
FROM: City Manager
FOR MEETING: Feb 08 2022

SUBJECT: Redistricting Process Required by State Law.

RECOMMENDATION:

The City Council hold a Public Hearing regarding the State-mandated redistricting process, pursuant to Elections Code sections 21607 and 21607.1.

ORDER OF PROCEDURE:

Request Staff Report (City Manager Presenting)
Council Questions of Staff
Open the Public Hearing
Receive Public Comment
Close the Public Hearing
Council Discussion
Motion/Second
Discussion of Motion
Call the Question

ATTACHMENTS:

- [NDC Power Point Presentation](#)
- [Redistricting Map - Green](#)
- [Redistricting Map - Tan](#)
- [Redistricting Map - Orange](#)

BACKGROUND:

Following the results of each decennial census, the Elections Code requires the City to hold at least four public hearings, of which this is the third, to discuss the results of the census and its potential impact on the City's district voting map. (Elec. Code §§ 21607; 21607.1(a).)

DISCUSSION:

The Elections Code requires that two public hearings occur prior to draft maps preparation. Subsequently, two public hearings must occur after draft or proposed maps for redistricting are prepared. A variety of criteria exist for creating districts which, generally speaking, already apply to the City's existing districts. These criteria will be addressed in a presentation from National Demographics Corporation (NDC). Attached is a power point presentation that will accompany NDC's presentation which outlines the redistricting process, includes draft maps, and provides demographics and data supporting the draft maps. These draft maps and demographic data from the 2020 Census were posted to City's website on February 1, 2022.

An issue worthy of specific consideration by the City Council in connection with drawing district boundaries stems from a unique circumstance that exists based on the nature and location of the United States Marine Corps Air

Ground Combat Center ("MCAGCC") As will be noted in the NDC presentation, Districts must be population balanced, meaning with 5 districts and based on the most recent census, each district must have a population of approximately 5,500. Previously, based on the 2010 census this number was 5,100. For purposes of the 2020 election, and based on the 2010 census, the MCAGCC population was 9,100, nearly the size of two full districts. However, due to the transient nature of the MCAGCC, only 612 of these 9,100 people (less than 7%) were registered to vote. The reason for this is presumed to be the fact service members are allowed to keep their voter registration as the place where they were registered when they enlisted, regardless of where they are stationed.

Complicating matters more, active service members are not eligible to serve on the City Council per Marine Corps regulations. Working with MCAGCC staff has been able to estimate that less than 8% of the MCAGCC population that is of voting age is comprised of persons who are not active service members, and hence eligible to serve as elected officials. Indeed, if one were to apply the 8% figure to registered voters, and assume it is proportionate, less than 50 persons living on MCAGCC would be eligible to serve on the Council. [We recognize this may or not be an accurate assumption and is provided for demonstrative purposes only]. Bearing in mind the districting process is required because of the California Voting Rights Act ("CVRA"), and the primary goal of the CVRA is to ensure fair representation of minorities amongst elected Council members, the City is challenged to determine how to address the disparity between MCAGCC population and registered voters, and at the same time take into account the fact only a fraction of the members of the MCAGCC population are even eligible to serve as elected officials.

This issue is complicated further by the geographical location of the MCAGCC. MCAGCC is only contiguous with what would otherwise be a stovepipe shaped narrow portion of the City that was, prior to MCAGCC annexation, the City's northernmost border. It makes it impossible to simply divide MCAGCC up in a manner where its population is shared evenly with adjacent, geographically contiguous areas of the City; and, at the same time, create Districts that meet the overall required criteria which NDC will discuss, to wit: have balanced populations, do not divide communities of interest, have easily identifiable boundaries, and are compact in the sense they do not bypass one group of people to get to a more distant group of people.

Faced with a situation where there is no perfect solution the Council divided MCAGCC up and assigned each of the 5 voting Districts a share of relatively equal population. This solution avoids a situation where MCAGCC is all or most of two Districts, as would be dictated by its population while at the same time having a population comprised of individuals who not only have not registered to vote but also, and more significantly, are not eligible to serve on the Council. In addition, it avoids a situation where the City draws/adopts maps with "tortured" boundaries that are not easily identifiable and divide up other well-defined communities of interest in a manner such that Districts are not compact.

Dividing MCAGCC makes more sense than dividing other communities to try to create balanced maps. The nature of MCAGCC is such that by definition its population is transient, and dividing it is very different than dividing an established residential neighborhood. Service members are stationed there for various periods of time, but generally speaking, 3 years. It is the norm that a service member stationed at MCAGCC will be deployed elsewhere for 6 out of every 18 months. Hence, there is not a typical sense of community, which the CVRA seeks to protect. Equally significant, the City annexed MCAGCC subject to a pre-annexation agreement entered between the military and the City, and approved by LAFCO. This agreement prevents the City Council from exercising any of its police powers on MCAGCC. Accordingly, the MCAGCC population is not impacted by City Council decisions which might otherwise affect their neighborhood. It is very different than the type of interest in Council Actions that might exist in a traditional neighborhood, where the CVRA seeks to protect communities of interest so such communities can better influence Council actions that impact their neighborhood.

All of the above is significant because the CVRA provides as one of its criteria that districts must be geographically contiguous "to the extent practicable." In light of the very unique issues related to MCAGCC, the "to the extent practicable" exception would have no meaning if it did not apply here.

It is worth noting that an alternate solution has been proposed which suggests that the City create 7 voter districts instead of 5. That solution does not address any of the above issues, and rather exacerbates the problem by diluting the population of each district, and thereby making MCAGCC eligible to be all or part of 3 separate districts. The City would be faced with the exact same challenges noted above under this scenario, and would simply be looking to spread the base population amongst 7 districts instead of 5.

The current census puts the total MCAGCC population at 11,209. This means the base would need to be all or part of three districts based on current balancing requirements of 5,500 persons per district with 5 districts, or 4,100 persons per district with 7 districts. Indeed, the proposed maps presented by the proponents of the 7-district proposal demonstrate the fact this solution makes the issues the City must grapple with worse not better.

One proposed district, identified as district 6, is entirely on the base. The entire 4,116 residents of proposed District 6 live in "military group quarters" (barracks). This means it is a near certainty there are no persons who are not active-duty military. This in turn means there are no persons who could be eligible to hold an elected City Council office. If the proposed map were adopted, a district would exist in which its council seat would remain permanently vacant because no resident would be eligible to hold office.

The other two proposed districts in the 7-district proposal have issues as well. Proposed District 4 would have an estimated population of 3970 living on MCAGCC with 71 living off the base. Proposed District 7 would have an estimated population of 3686 living on MCAGCC with 344 living off the base. This means in each instance the vast majority of the total district population would live on MCGACC. Using the assumption that only 8% of this population is eligible to serve as elected officials, only a small fraction of the population in each district would be eligible to serve on the City Council. While the above numbers are admittedly based on estimates, whatever the actual numbers are it is very clear that the impact of the overwhelming total of the population of these two proposed districts being MCAGCC residents is that the proposed districts are not truly population balanced if population is assumed to be relevant to the number of persons eligible to serve on the City Council.

An additional complication to the 7-district proposal is whether the City Council has the ability to adopt an ordinance to implement it. There is no question that when the initial change to voting by district occurred it was authorized by Ordinance. This is because the provisions of the Election Code that would otherwise go to district voting occur by way of vote of the people are waived (regardless of the number of districts) for conversions to by-district elections where a finding is made that it is occurring "in furtherance of the purposes of the California Voting Rights Act of 2001." Since the City can achieve compliance with the CVRA with 5 districts, the City would be at risk to a challenge if it were to convert to a 7-district system by Ordinance on the basis that is not done in furtherance of the purposes of the CVRA. To avoid that risk, the City could convert to 7 districts (if the City Council so desired) by putting forth a voter measure. However, such a measure would not be timely in terms of complying with the requirement that the new district boundaries be established by April 2022.

Finally, it has been suggested that a solution to the MCAGCC issue discussed above would be to use a system of districting outside MCAGCC, with the base then being an at large district. Presumably, this means the population balancing issue would be disregarded. That alone is potentially an issue, but more significantly the law does not provide immunity to the City for CVRA violations under a system that includes an at large election component as proposed.

ENVIRONMENTAL:

N/A

ALTERNATIVES:

N/A

FISCAL IMPACT:

There is no additional fiscal impact to this agenda item.



City of Twentynine Palms Redistricting 2021-2022

2/8/2022

Todd Tatum

National Demographics Corporation

Outreach Overview

Outreach and public engagement efforts to date include:

- Created a dedicated website for the redistricting process:
draw29palms.org/
- A virtual community workshop to gather public input on communities of interest and provide a demonstration on the mapping tools
- Social media, phone and email outreach promoting educational material on districting, including press releases
 - Distributed flyers to encourage public participation at the public hearings
 - Ran Facebook advertisements promoting the map submissions process and deadline
 - Contacted community-based organizations to inform them of the districting process and how to get involved
 - Distributed press releases to local and regional media outlets

Redistricting Process

Step	Description
Two Initial Hearings July 27 & September 28	Held prior to release of draft maps. Education and to solicit input on the communities in the Districts.
Census Data Release Mid/Late August	Census Bureau releases official 2020 Census population data.
California Data Release Early October 2021	California Statewide Database releases California's official 'prisoner-adjusted' 2020 redistricting data.
Two Draft Map Hearings February 8 & March 8	Two Public Hearings to discuss and revise the draft maps and to discuss the election sequence.
Map Adoption By April 17, 2022	Final map must be posted at least 7 days prior to adoption. Map adopted via ordinance.*

Redistricting Rules and Goals

1. Federal Laws

Equal Population
Federal Voting Rights Act
No Racial Gerrymandering



2. California Criteria for Cities (rank ordered)

1. Geographically contiguous
2. Undivided neighborhoods and “communities of interest”
(Socio-economic geographic areas that should be kept together)
3. Easily identifiable boundaries
4. Compact
(Do not bypass one group of people to get to a more distant group of people)

Prohibited:
“Shall not favor or discriminate against a political party.”

3. Other Traditional Redistricting Principles

Minimize voters shifted to different election years
Respect voters’ choices / continuity in office
Future population growth
Preserving the core of existing districts

Initial Draft Maps

- ❑ Three initial draft maps have been developed by NDC, and 2 draft maps submitted from the Public.
- ❑ All of the maps created by NDC have a deviation under the required 10%.
- ❑ NDC Draft Map Tan has a deviation of 4.64%
- ❑ NDC Draft Map Orange has a deviation of 3.30%
- ❑ NDC Draft Map Green has a deviation of 6.91%
- ❑ The Public Map submitted does not meet the criteria for consideration (7 Districts)
- ❑ Existing Districts deviation is 45.74%

Demographic Summary of Existing Districts

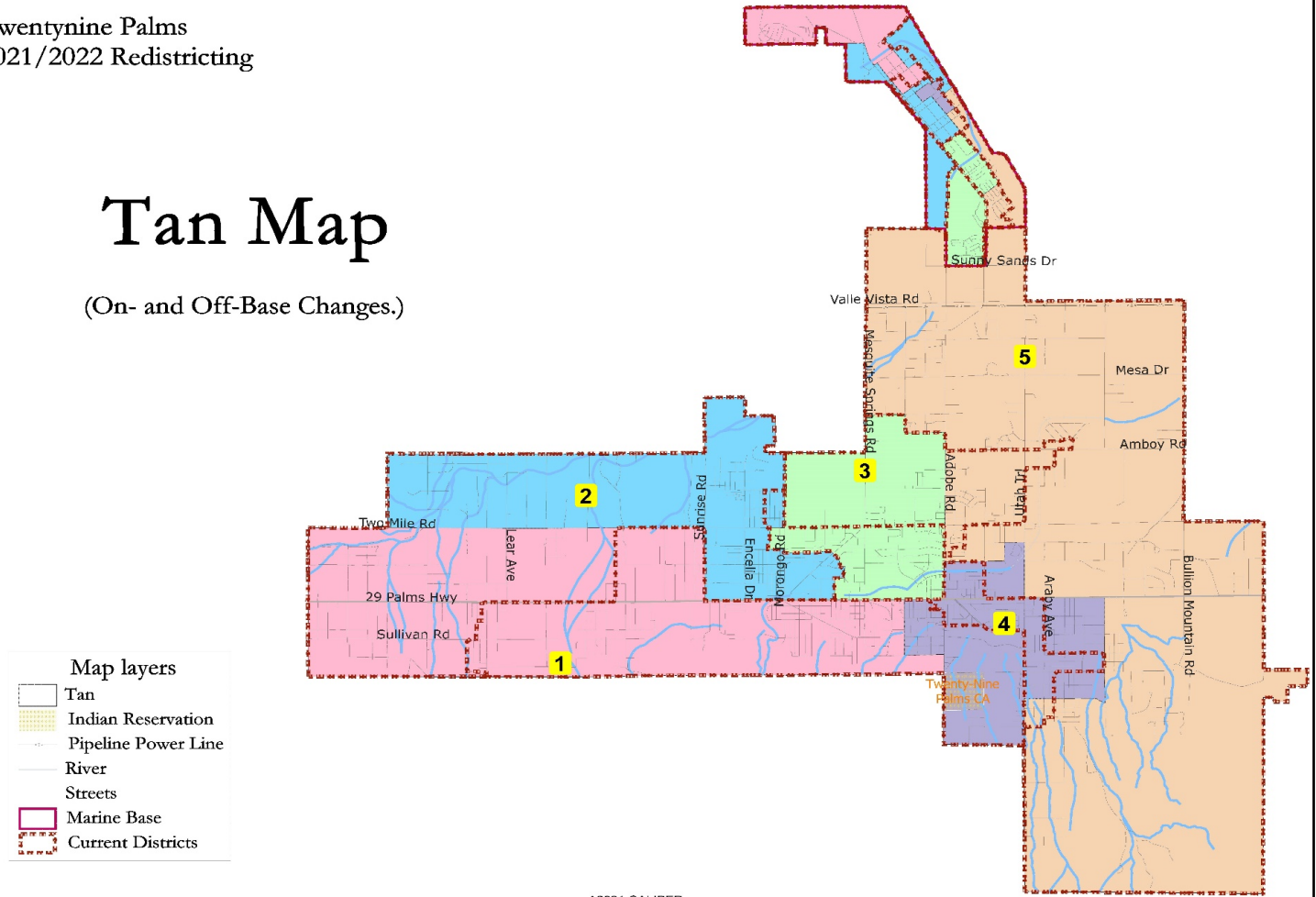
Twentynine Palms Current Districts							
District		1	2	3	4	5	Total
	Total Pop	5,361	7,458	4,884	5,403	5,036	28,142
	Deviation from ideal	-267	1,830	-744	-225	-592	2,574
	% Deviation	-4.74%	32.52%	-13.22%	-4.00%	-10.52%	45.74%
Total Pop	% Hisp	23.1%	24%	25%	25%	25%	24%
	% NH White	55%	46%	49%	47%	55%	50%
	% NH Black	10%	15%	13%	13%	9%	12%
	% Asian-American	6%	9%	6%	8%	6%	7%
	Total	3,503	4,867	3,093	3,522	3,287	18,272
Citizen Voting Age Pop	% Hisp	16%	20%	22%	22%	25%	21%
	% NH White	68%	61%	57%	58%	54%	60%
	% NH Black	7%	8%	11%	13%	10%	10%
	% Asian/Pac.Isl.	7%	8%	7%	5%	8%	7%
	Total	1,761	1,606	1,658	1,698	1,258	7,981
Voter Registration (Nov 2020)	% Latino est.	14%	16%	18%	16%	17%	16%
	% Spanish-Surnamed	14%	15%	18%	15%	16%	16%
	% Asian-Surnamed	2%	0%	2%	2%	1%	2%
	% Filipino-Surnamed	1%	1%	1%	1%	1%	1%
	% NH White est.	72%	73%	64%	66%	66%	68%
	% NH Black	6%	5%	12%	11%	9%	9%
	Total	1,285	1,111	1,143	1,241	840	5,620
Voter Turnout (Nov 2020)	% Latino est.	13%	14%	16%	14%	16%	15%
	% Spanish-Surnamed	13%	14%	16%	14%	16%	15%
	% Asian-Surnamed	2%	0%	2%	2%	1%	2%
	% Filipino-Surnamed	0%	1%	1%	1%	1%	1%
	% NH White est.	72%	74%	66%	66%	66%	69%
	% NH Black	6%	4%	11%	11%	8%	8%
	Total	1,285	1,111	1,143	1,241	840	5,620

NDC Draft Map – Tan

Twentynine Palms
2021/2022 Redistricting

Tan Map

(On- and Off-Base Changes.)



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NDC Draft Map – Tan Demographics

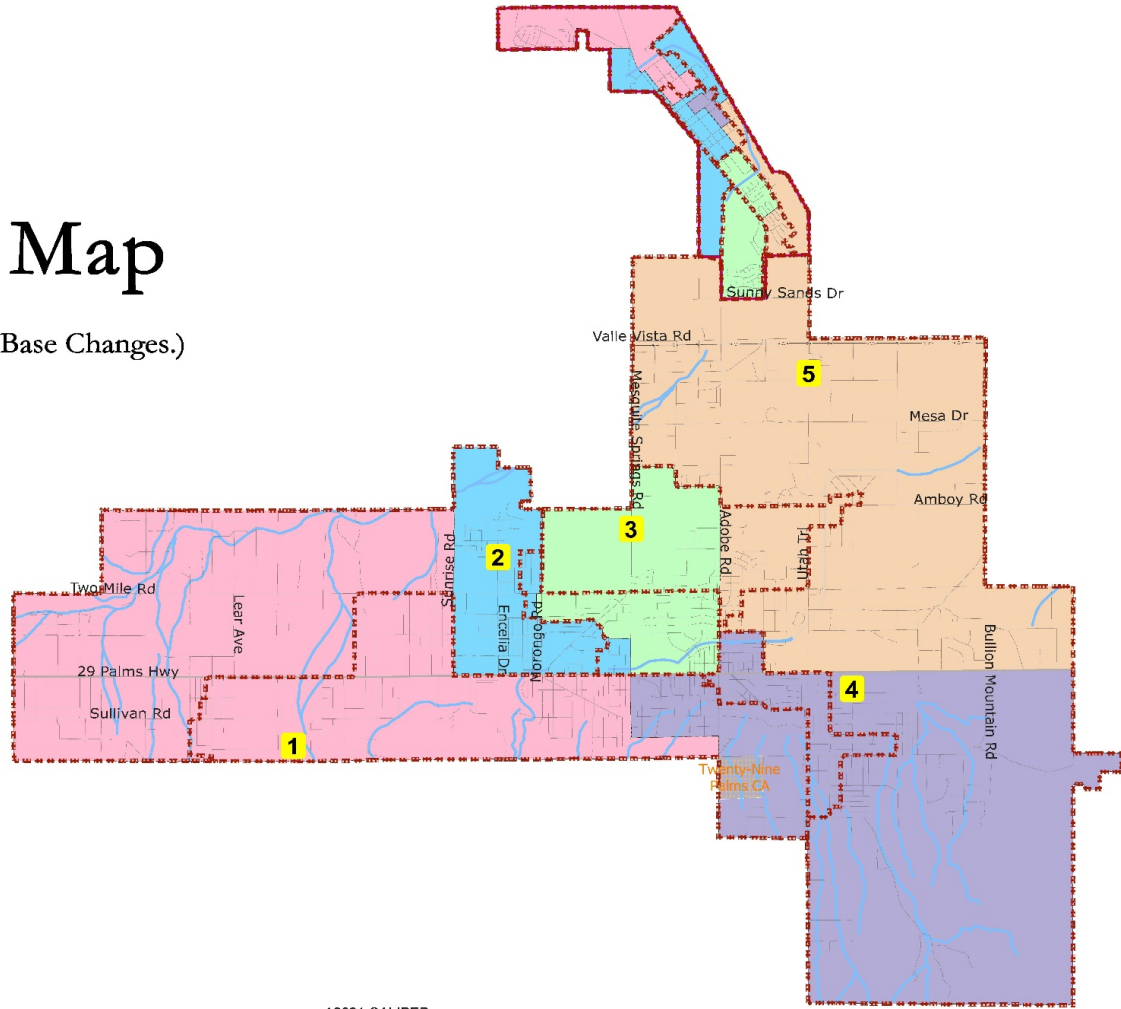
NDC Draft Map - Tan							
District		1	2	3	4	5	Total
	Total Pop	5,617	5,610	5,803	5,570	5,542	28,142
	Deviation from ideal	-11	-18	175	-58	-86	261
	% Deviation	-0.20%	-0.32%	3.11%	-1.03%	-1.53%	4.64%
Total Pop	% Hisp	23.3%	23%	26%	25%	26%	24%
	% NH White	55%	48%	49%	47%	52%	50%
	% NH Black	9%	15%	12%	14%	10%	12%
	% Asian-American	7%	8%	6%	8%	6%	7%
	Total	3,748	3,572	3,577	3,773	3,602	18,272
Citizen Voting Age Pop	% Hisp	18%	18%	23%	19%	26%	21%
	% NH White	67%	62%	58%	59%	54%	60%
	% NH Black	6%	7%	11%	15%	11%	10%
	% Asian/Pac.Isl.	7%	10%	7%	6%	6%	7%
	Total	1,763	1,606	1,761	1,431	1,420	7,981
Voter Registration (Nov 2020)	% Latino est.	14%	15%	18%	17%	15%	16%
	% Spanish-Surnamed	14%	15%	17%	16%	15%	16%
	% Asian-Surnamed	2%	0%	2%	2%	1%	2%
	% Filipino-Surnamed	0%	1%	1%	0%	0%	1%
	% NH White est.	74%	73%	63%	63%	68%	68%
	% NH Black	4%	5%	12%	13%	9%	9%
	Total	1,300	1,112	1,221	999	988	5,620
Voter Turnout (Nov 2020)	% Latino est.	13%	14%	16%	17%	14%	15%
	% Spanish-Surnamed	13%	14%	16%	16%	13%	15%
	% Asian-Surnamed	2%	1%	3%	1%	1%	2%
	% Filipino-Surnamed	0%	1%	2%	0%	1%	1%
	% NH White est.	74%	73%	64%	62%	69%	69%
	% NH Black	4%	4%	11%	12%	8%	8%
	Total	1,300	1,112	1,221	999	988	5,620

NDC Draft Map – Orange

Twentynine Palms
2021/2022 Redistricting

Orange Map

(Large On-Base and Off-Base Changes.)



- Map layers
- Orange
 - Census Block
 - Indian Reservation
 - Pipeline Power Line
 - River
 - Streets
 - Marine Base
 - Current Districts



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NDC Draft Map – Orange Demographics








NDC Draft Map - Orange							
District		1	2	3	4	5	Total
	Total Pop	5,515	5,651	5,701	5,690	5,585	28,142
	Deviation from ideal	-113	23	73	62	-43	186
	% Deviation	-2.01%	0.41%	1.30%	1.10%	-0.76%	3.30%
Total Pop	% Hisp	23.2%	23%	26%	24%	26%	24%
	% NH White	55%	48%	49%	47%	52%	50%
	% NH Black	10%	14%	12%	14%	10%	12%
	% Asian-American	6%	8%	6%	9%	6%	7%
	Total	3,720	3,615	3,499	3,731	3,709	18,272
Citizen Voting Age Pop	% Hisp	18%	18%	23%	17%	28%	21%
	% NH White	67%	62%	58%	59%	54%	60%
	% NH Black	6%	7%	11%	15%	10%	10%
	% Asian/Pac.Isl.	6%	10%	6%	8%	5%	7%
	Total	1,740	1,622	1,719	1,575	1,325	7,981
Voter Registration (Nov 2020)	% Latino est.	14%	16%	18%	15%	16%	16%
	% Spanish-Surnamed	14%	15%	17%	15%	16%	16%
	% Asian-Surnamed	2%	1%	2%	1%	2%	2%
	% Filipino-Surnamed	0%	1%	1%	0%	0%	1%
	% NH White est.	73%	74%	63%	64%	67%	68%
	% NH Black	5%	5%	13%	12%	9%	9%
	Total	1,281	1,127	1,188	1,131	893	5,620
Voter Turnout (Nov 2020)	% Latino est.	13%	15%	16%	15%	15%	15%
	% Spanish-Surnamed	13%	15%	16%	15%	14%	15%
	% Asian-Surnamed	2%	1%	2%	1%	1%	2%
	% Filipino-Surnamed	0%	1%	2%	0%	1%	1%
	% NH White est.	74%	74%	64%	64%	68%	69%
	% NH Black	5%	4%	12%	11%	8%	8%
	Total	1,281	1,127	1,188	1,131	893	5,620

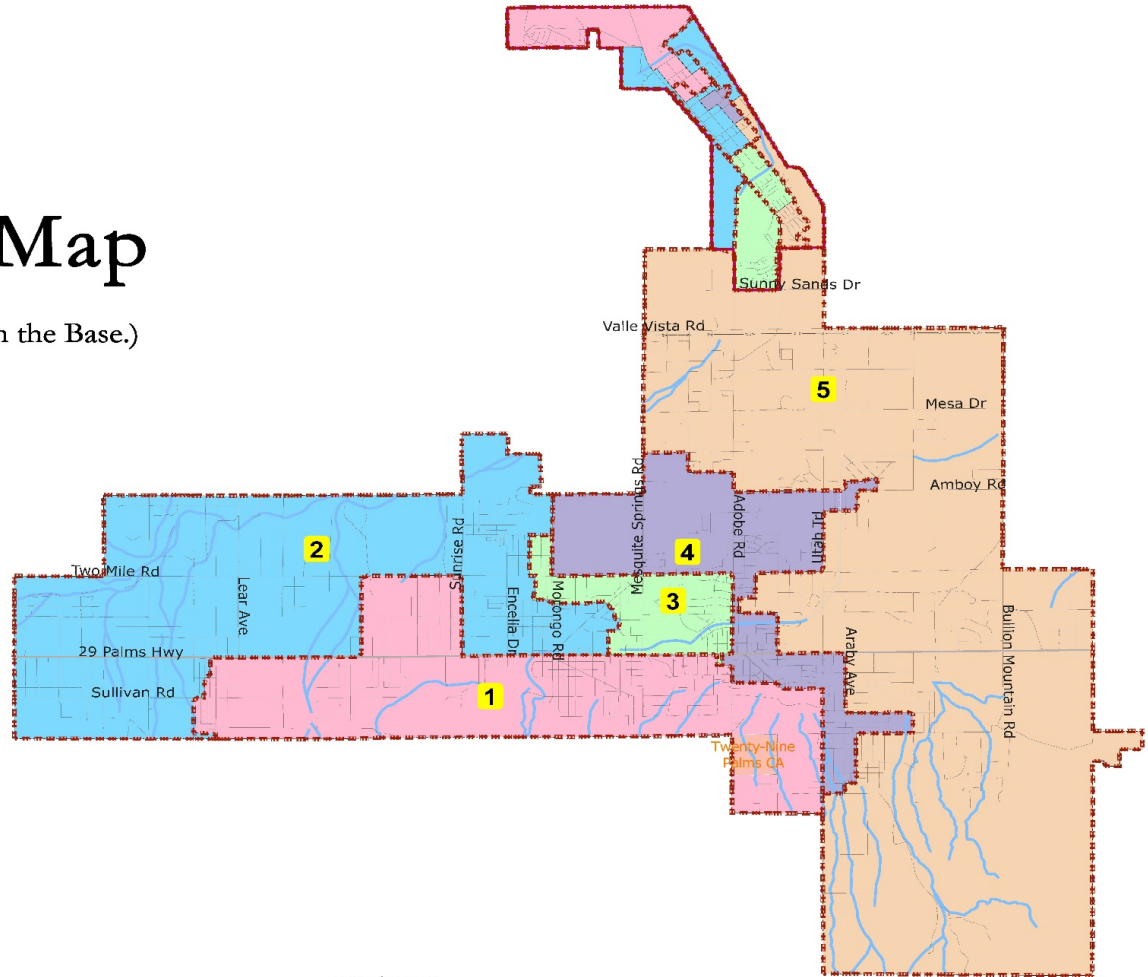
NDC Draft Map – Green

Twentynine Palms
2021/2022 Redistricting

Green Map

(Only changes are on the Base.)

Map layers	
	Green
	Indian Reservation
	Pipeline Power Line
	River
	Streets
	Marine Base
	Current Districts



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NDC Draft Map – Green Demographics

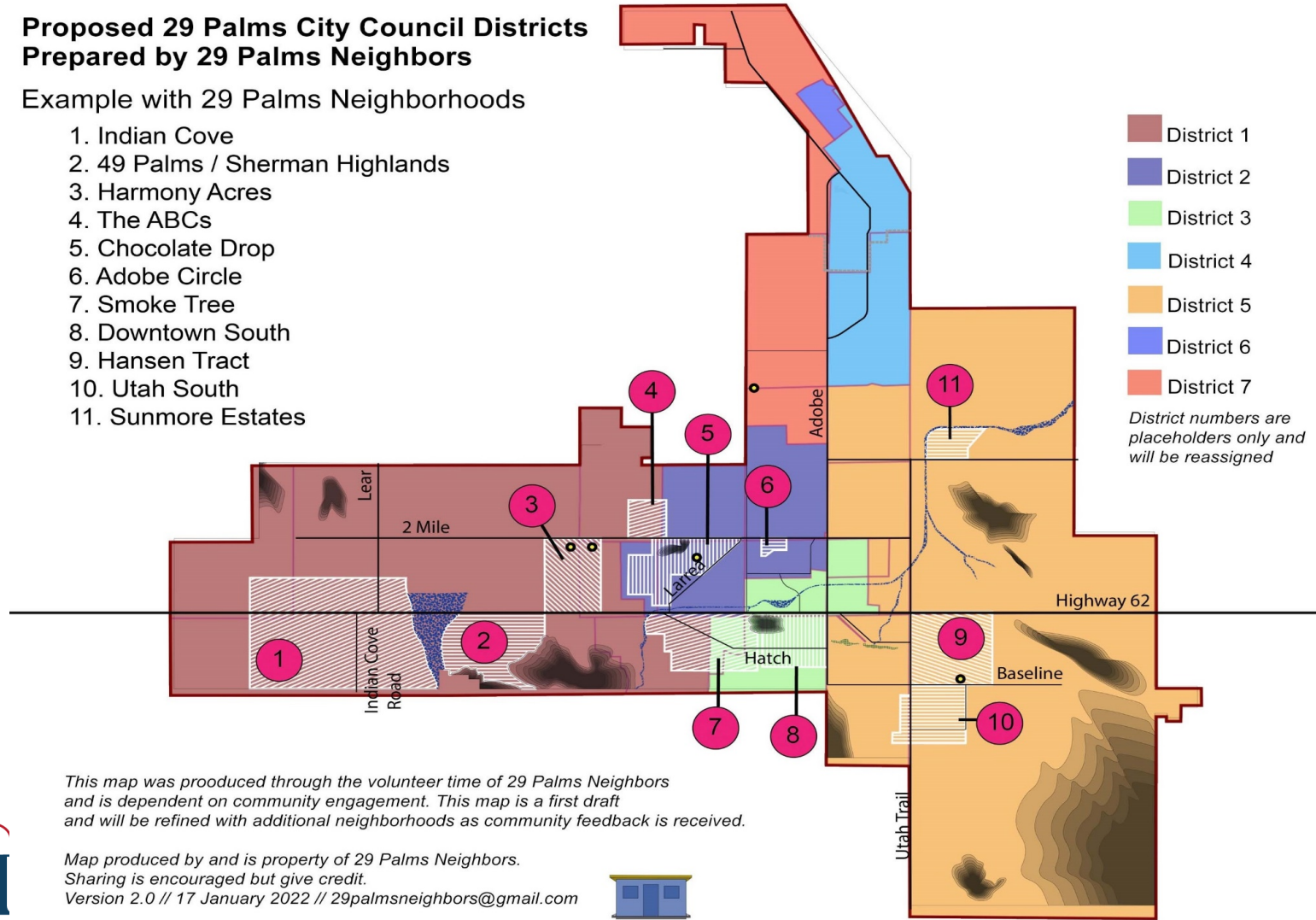
NDC Draft Map - Green							
District		1	2	3	4	5	Total
	Total Pop	5,713	5,591	5,852	5,523	5,463	28,142
	Deviation from ideal	85	-37	224	-105	-165	389
	% Deviation	1.51%	-0.66%	3.98%	-1.87%	-2.93%	6.91%
Total Pop	% Hisp	23.1%	24%	25%	24%	25%	24%
	% NH White	54%	48%	49%	46%	53%	50%
	% NH Black	10%	14%	12%	15%	10%	12%
	% Asian-American	7%	8%	6%	9%	6%	7%
	Total	3,730	3,671	3,465	3,724	3,681	18,272
Citizen Voting Age Pop	% Hisp	17%	19%	22%	22%	25%	21%
	% NH White	67%	63%	58%	58%	54%	60%
	% NH Black	8%	7%	11%	14%	11%	10%
	% Asian/Pac.Isl.	6%	9%	7%	5%	8%	7%
	Total	1,756	1,592	1,744	1,638	1,251	7,981
Voter Registration (Nov 2020)	% Latino est.	14%	16%	19%	15%	16%	16%
	% Spanish-Surnamed	14%	15%	18%	15%	15%	16%
	% Asian-Surnamed	2%	1%	2%	2%	1%	2%
	% Filipino-Surnamed	1%	1%	1%	0%	1%	1%
	% NH White est.	72%	73%	64%	66%	67%	68%
	% NH Black	6%	5%	12%	12%	9%	9%
	Total	1,283	1,111	1,199	1,206	821	5,620
Voter Turnout (Nov 2020)	% Latino est.	13%	14%	17%	14%	15%	15%
	% Spanish-Surnamed	13%	14%	17%	14%	14%	15%
	% Asian-Surnamed	2%	1%	2%	1%	1%	2%
	% Filipino-Surnamed	0%	1%	2%	1%	1%	1%
	% NH White est.	72%	74%	65%	66%	67%	69%
	% NH Black	6%	4%	11%	11%	7%	8%

Public Map – 7 Districts

Proposed 29 Palms City Council Districts Prepared by 29 Palms Neighbors

Example with 29 Palms Neighborhoods

1. Indian Cove
2. 49 Palms / Sherman Highlands
3. Harmony Acres
4. The ABCs
5. Chocolate Drop
6. Adobe Circle
7. Smoke Tree
8. Downtown South
9. Hansen Tract
10. Utah South
11. Sunmore Estates



Discussion

- ❑ Conduct a Public Hearing
- ❑ Any questions on the Draft Maps?
- ❑ Provide direction on what map the Council prefers or new map the Council would like see at the next hearing

Share Your Thoughts

Website

www.29palms.org

Phone

(760) 367-6799

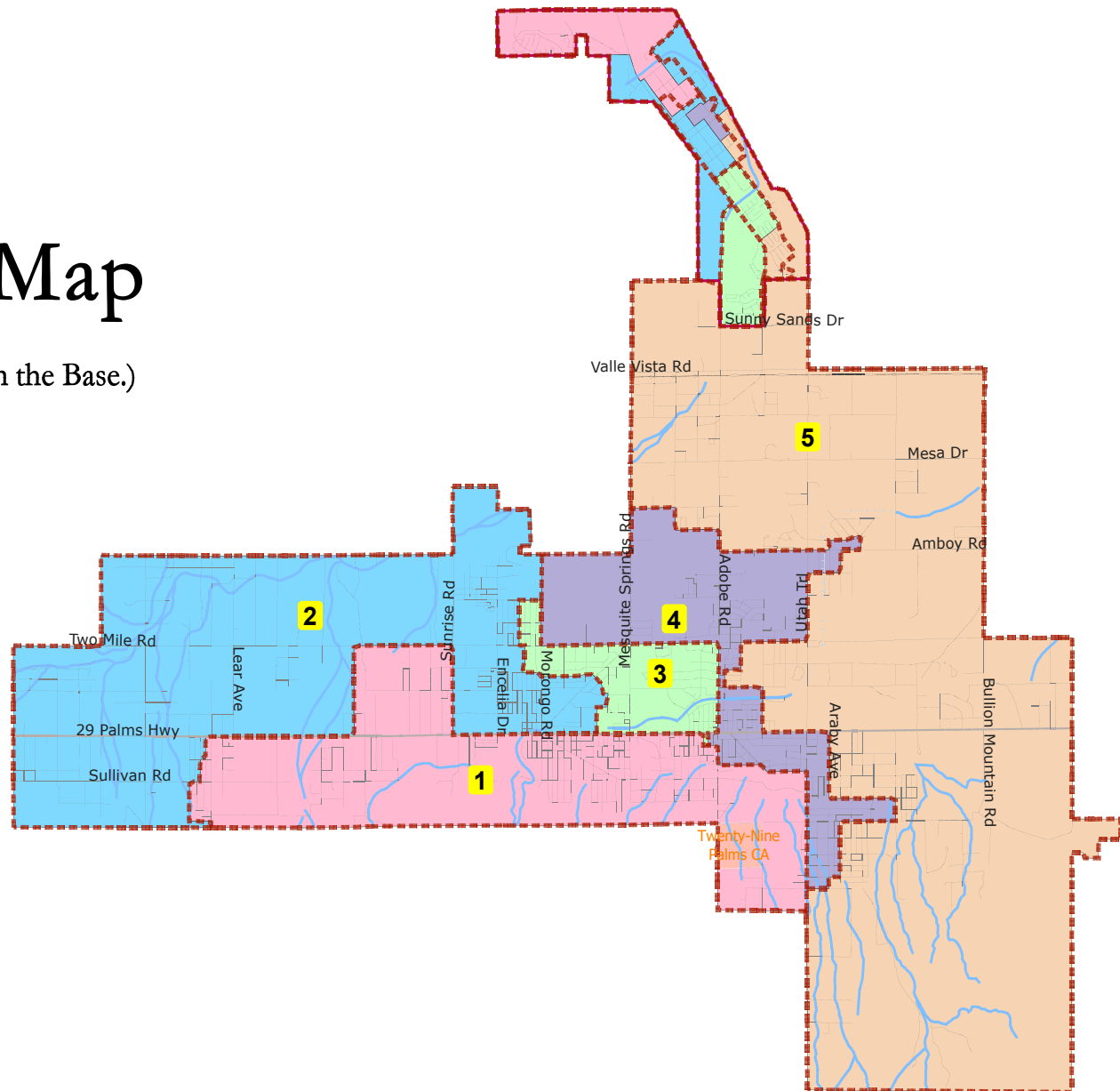
Email

cvillescas@29palms.org

Green Map

(Only changes are on the Base.)

- Map layers
- Green
 - Indian Reservation
 - Pipeline Power Line
 - River
 - Streets
 - Marine Base
 - Current Districts



Green							
District		1	2	3	4	5	Total
	Total Pop	5,713	5,591	5,852	5,523	5,463	28,142
	Deviation from ideal	85	-37	224	-105	-165	389
	% Deviation	1.51%	-0.66%	3.98%	-1.87%	-2.93%	6.91%
Total Pop	% Hisp	23.1%	24%	25%	24%	25%	24%
	% NH White	54%	48%	49%	46%	53%	50%
	% NH Black	10%	14%	12%	15%	10%	12%
	% Asian-American	7%	8%	6%	9%	6%	7%
Citizen Voting Age Pop	Total	3,730	3,671	3,465	3,724	3,681	18,272
	% Hisp	17%	19%	22%	22%	25%	21%
	% NH White	67%	63%	58%	58%	54%	60%
	% NH Black	8%	7%	11%	14%	11%	10%
Voter Registration (Nov 2020)	% Asian/Pac.Isl.	6%	9%	7%	5%	8%	7%
	Total	1,756	1,592	1,744	1,638	1,251	7,981
	% Latino est.	14%	16%	19%	15%	16%	16%
	% Spanish-Surnamed	14%	15%	18%	15%	15%	16%
	% Asian-Surnamed	2%	1%	2%	2%	1%	2%
	% Filipino-Surnamed	1%	1%	1%	0%	1%	1%
Voter Turnout (Nov 2020)	% NH White est.	72%	73%	64%	66%	67%	68%
	% NH Black	6%	5%	12%	12%	9%	9%
	Total	1,283	1,111	1,199	1,206	821	5,620
	% Latino est.	13%	14%	17%	14%	15%	15%
	% Spanish-Surnamed	13%	14%	17%	14%	14%	15%
	% Asian-Surnamed	2%	1%	2%	1%	1%	2%
Voter Turnout (Nov 2018)	% Filipino-Surnamed	0%	1%	2%	1%	1%	1%
	% NH White est.	72%	74%	65%	66%	67%	69%
	% NH Black	6%	4%	11%	11%	7%	8%
	Total	853	674	647	734	507	3,415
	% Latino est.	11%	13%	11%	12%	11%	12%
	% Spanish-Surnamed	11%	13%	11%	12%	11%	12%
ACS Pop. Est.	% Asian-Surnamed	1%	1%	1%	1%	2%	1%
	% Filipino-Surnamed	0%	0%	1%	0%	1%	1%
	% NH White est.	74%	72%	68%	66%	67%	70%
Age	% NH Black est.	5%	3%	11%	11%	7%	7%
	Total	5,202	4,946	5,200	5,114	5,490	25,952
	age0-19	30%	31%	33%	32%	35%	32%
Immigration	age20-60	56%	58%	61%	58%	58%	58%
	age60plus	14%	10%	6%	10%	7%	10%
Language spoken at home	immigrants	7%	8%	7%	6%	5%	7%
	naturalized	60%	70%	62%	47%	49%	59%
	english	85%	86%	85%	86%	86%	85%
	spanish	12%	7%	10%	11%	10%	10%
Language Fluency	asian-lang	3%	6%	4%	2%	3%	3%
	other lang	0%	0%	1%	1%	1%	1%
	Speaks Eng. "Less than Very Well"	6%	4%	3%	3%	3%	4%
Education (among those age 25+)	hs-grad	53%	59%	65%	60%	64%	60%
	bachelor	13%	16%	12%	15%	12%	14%
	graduatedegree	8%	8%	6%	6%	6%	7%
Child in Household	child-under18	35%	36%	43%	31%	41%	38%
Pct of Pop. Age 16+	employed	67%	75%	74%	72%	71%	72%
Household Income	income 0-25k	24%	20%	24%	31%	29%	26%
	income 25-50k	28%	28%	36%	27%	34%	31%
	income 50-75k	15%	20%	21%	19%	18%	19%
	income 75-200k	30%	30%	19%	22%	18%	23%
	income 200k-plus	2%	1%	0%	1%	0%	1%
Housing Stats	single family	86%	95%	67%	75%	68%	77%
	multi-family	14%	5%	33%	25%	32%	23%
	rented	58%	51%	85%	61%	76%	68%
	owned	42%	49%	15%	39%	24%	32%

Total population data from the 2020 Decennial Census.

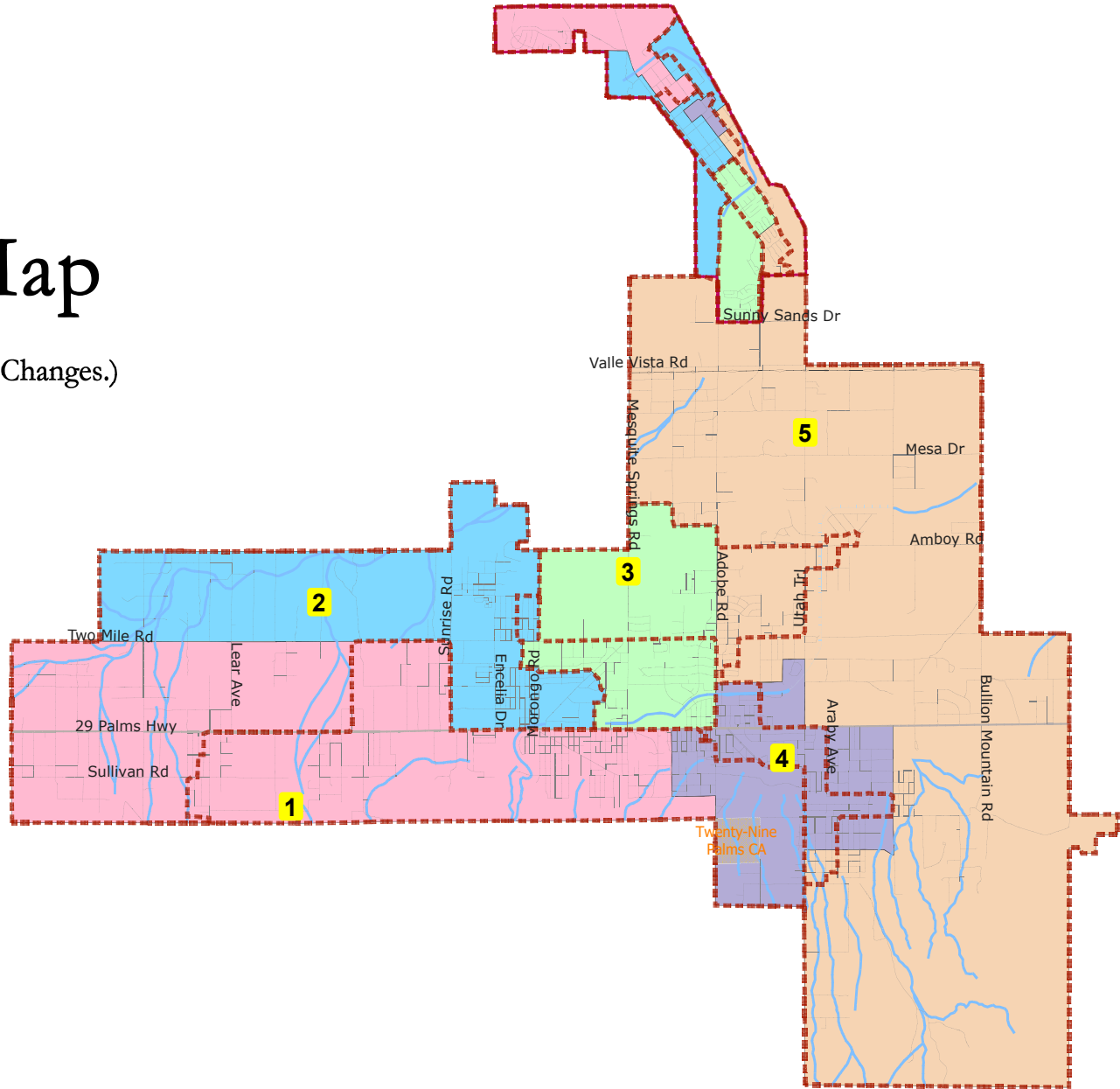
Surname-based Voter Registration and Turnout data from the California Statewide Database.

Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2015-2019 American Community Survey and Special Tabulation 5-year data.

Tan Map

(On- and Off-Base Changes.)

- Map layers
- Tan
 - Indian Reservation
 - Pipeline Power Line
 - River
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 - Marine Base
 - Current Districts



Tan							
District		1	2	3	4	5	Total
	Total Pop	5,617	5,610	5,803	5,570	5,542	28,142
	Deviation from ideal	-11	-18	175	-58	-86	261
	% Deviation	-0.20%	-0.32%	3.11%	-1.03%	-1.53%	4.64%
Total Pop	% Hisp	23.3%	23%	26%	25%	26%	24%
	% NH White	55%	48%	49%	47%	52%	50%
	% NH Black	9%	15%	12%	14%	10%	12%
	% Asian-American	7%	8%	6%	8%	6%	7%
Citizen Voting Age Pop	Total	3,748	3,572	3,577	3,773	3,602	18,272
	% Hisp	18%	18%	23%	19%	26%	21%
	% NH White	67%	62%	58%	59%	54%	60%
	% NH Black	6%	7%	11%	15%	11%	10%
Voter Registration (Nov 2020)	% Asian/Pac.Isl.	7%	10%	7%	6%	6%	7%
	Total	1,763	1,606	1,761	1,431	1,420	7,981
	% Latino est.	14%	15%	18%	17%	15%	16%
	% Spanish-Surnamed	14%	15%	17%	16%	15%	16%
	% Asian-Surnamed	2%	0%	2%	2%	1%	2%
	% Filipino-Surnamed	0%	1%	1%	0%	0%	1%
Voter Turnout (Nov 2020)	% NH White est.	74%	73%	63%	63%	68%	68%
	% NH Black	4%	5%	12%	13%	9%	9%
	Total	1,300	1,112	1,221	999	988	5,620
	% Latino est.	13%	14%	16%	17%	14%	15%
	% Spanish-Surnamed	13%	14%	16%	16%	13%	15%
	% Asian-Surnamed	2%	1%	3%	1%	1%	2%
Voter Turnout (Nov 2018)	% Filipino-Surnamed	0%	1%	2%	0%	1%	1%
	% NH White est.	74%	73%	64%	62%	69%	69%
	% NH Black	4%	4%	11%	12%	8%	8%
	Total	898	658	658	570	631	3,415
	% Latino est.	10%	13%	11%	15%	10%	12%
	% Spanish-Surnamed	10%	13%	11%	15%	10%	12%
ACS Pop. Est.	% Asian-Surnamed	1%	1%	1%	1%	1%	1%
	% Filipino-Surnamed	0%	1%	1%	1%	0%	1%
	% NH White est.	76%	72%	66%	60%	70%	70%
	% NH Black est.	5%	3%	12%	10%	8%	7%
	Total	5,276	4,674	5,392	5,084	5,526	25,952
	Age	age0-19	30%	30%	34%	33%	34%
age20-60		56%	60%	60%	58%	57%	58%
age60plus		14%	10%	6%	9%	9%	10%
Immigration	immigrants	6%	9%	7%	6%	6%	7%
	naturalized	59%	74%	56%	53%	46%	59%
Language spoken at home	english	85%	86%	84%	88%	85%	85%
	spanish	12%	8%	11%	8%	11%	10%
	asian-lang	3%	6%	4%	2%	3%	3%
	other lang	0%	0%	1%	1%	1%	1%
Language Fluency	Speaks Eng. "Less than Very Well"	6%	4%	3%	3%	3%	4%
Education (among those age 25+)	hs-grad	54%	61%	63%	61%	62%	60%
	bachelor	14%	14%	14%	13%	14%	14%
	graduatedegree	9%	8%	6%	5%	6%	7%
Child in Household	child-under18	37%	32%	45%	29%	41%	38%
Pct of Pop. Age 16+	employed	68%	76%	72%	73%	70%	72%
Household Income	income 0-25k	19%	19%	24%	39%	28%	26%
	income 25-50k	29%	26%	37%	28%	33%	31%
	income 50-75k	16%	26%	19%	16%	18%	19%
	income 75-200k	33%	29%	20%	16%	20%	23%
	income 200k-plus	3%	0%	1%	1%	1%	1%
Housing Stats	single family	91%	95%	67%	68%	71%	77%
	multi-family	9%	5%	33%	32%	29%	23%
	rented	54%	55%	84%	66%	74%	68%
	owned	46%	45%	16%	34%	26%	32%

Total population data from the 2020 Decennial Census.

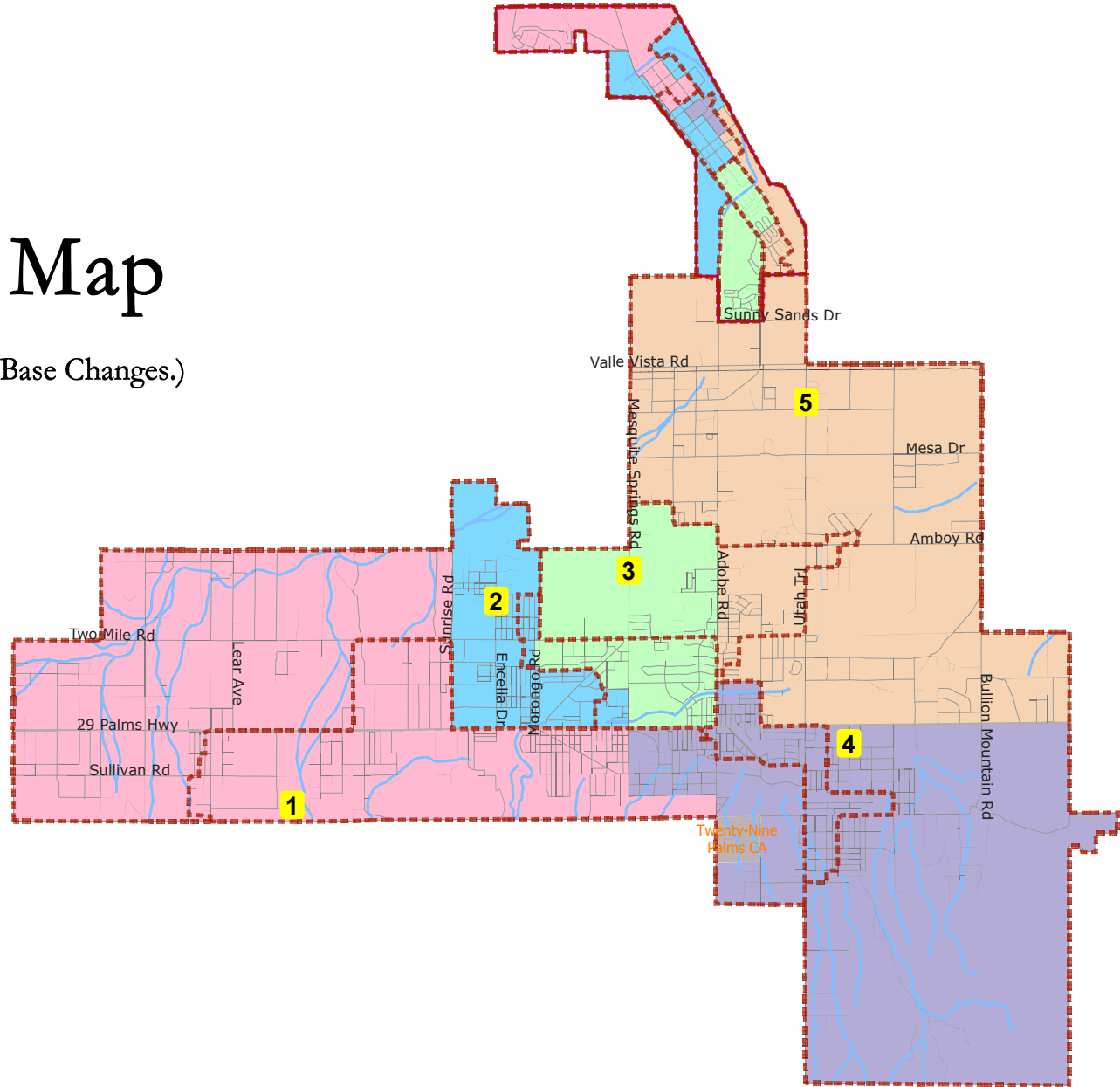
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Orange Map

(Large On-Base and Off-Base Changes.)

- Map layers
- Orange
 - Census Block
 - Indian Reservation
 - Pipeline Power Line
 - River
 - Streets
 - Marine Base
 - Current Districts



Orange							
District		1	2	3	4	5	Total
	Total Pop	5,515	5,651	5,701	5,690	5,585	28,142
	Deviation from ideal	-113	23	73	62	-43	186
	% Deviation	-2.01%	0.41%	1.30%	1.10%	-0.76%	3.30%
Total Pop	% Hisp	23.2%	23%	26%	24%	26%	24%
	% NH White	55%	48%	49%	47%	52%	50%
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Citizen Voting Age Pop	Total	3,720	3,615	3,499	3,731	3,709	18,272
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Voter Registration (Nov 2020)	% Asian/Pac.Isl.	6%	10%	6%	8%	5%	7%
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	% Latino est.	14%	16%	18%	15%	16%	16%
	% Spanish-Surnamed	14%	15%	17%	15%	16%	16%
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	% Filipino-Surnamed	0%	1%	1%	0%	0%	1%
Voter Turnout (Nov 2020)	% NH White est.	73%	74%	63%	64%	67%	68%
	% NH Black	5%	5%	13%	12%	9%	9%
	Total	1,281	1,127	1,188	1,131	893	5,620
	% Latino est.	13%	15%	16%	15%	15%	15%
	% Spanish-Surnamed	13%	15%	16%	15%	14%	15%
	% Asian-Surnamed	2%	1%	2%	1%	1%	2%
Voter Turnout (Nov 2018)	% Filipino-Surnamed	0%	1%	2%	0%	1%	1%
	% NH White est.	74%	74%	64%	64%	68%	69%
	% NH Black	5%	4%	12%	11%	8%	8%
	Total	891	670	631	666	557	3,415
	% Latino est.	10%	14%	11%	14%	11%	12%
	% Spanish-Surnamed	10%	14%	11%	14%	11%	12%
ACS Pop. Est.	% Asian-Surnamed	1%	1%	1%	1%	1%	1%
	% Filipino-Surnamed	0%	1%	1%	1%	1%	1%
	% NH White est.	76%	73%	66%	63%	68%	70%
	% NH Black est.	5%	2%	13%	10%	7%	7%
	Total	5,214	4,720	5,283	5,113	5,622	25,952
	Age	age0-19	30%	30%	34%	33%	35%
age20-60		56%	60%	60%	57%	57%	58%
age60plus		14%	10%	6%	10%	8%	10%
Immigration	immigrants	6%	10%	6%	6%	6%	7%
	naturalized	59%	74%	56%	53%	45%	59%
Language spoken at home	english	84%	85%	84%	89%	84%	85%
	spanish	12%	8%	12%	7%	12%	10%
	asian-lang	3%	6%	3%	2%	2%	3%
	other lang	0%	1%	1%	1%	1%	1%
Language Fluency	Speaks Eng. "Less than Very Well"	6%	4%	3%	3%	3%	4%
Education (among those age 25+)	hs-grad	54%	61%	63%	60%	63%	60%
	bachelor	14%	14%	14%	14%	13%	14%
	graduatedegree	9%	8%	6%	5%	6%	7%
Child in Household	child-under18	37%	33%	45%	28%	42%	38%
Pct of Pop. Age 16+	employed	68%	75%	72%	73%	70%	72%
Household Income	income 0-25k	18%	19%	24%	39%	29%	26%
	income 25-50k	29%	26%	37%	26%	35%	31%
	income 50-75k	17%	26%	19%	15%	18%	19%
	income 75-200k	33%	29%	20%	18%	18%	23%
	income 200k-plus	3%	0%	1%	1%	1%	1%
Housing Stats	single family	92%	95%	66%	75%	64%	77%
	multi-family	8%	5%	34%	25%	36%	23%
	rented	53%	56%	84%	59%	79%	68%
	owned	47%	44%	16%	41%	21%	32%

Total population data from the 2020 Decennial Census.

Surname-based Voter Registration and Turnout data from the California Statewide Database.

Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2015-2019 American Community Survey and Special Tabulation 5-year data.



STAFF REPORT

TO: City Council
FROM: Information Services Director
FOR MEETING: Feb 08 2022

SUBJECT: Shade Structures at City Hall and Luckie Park

RECOMMENDATION:

The City Council approve the sole source purchase and installation of the Luckie Park bleacher shade structures and the City Hall entrance canopy for a total amount not to exceed \$117,000.00 and authorize the City Manager to execute all necessary documents.

ORDER OF PROCEDURE:

Request Staff Report (IS Director Presenting)
Council Questions of Staff
Public Comment
Council Discussion
Motion/Second
Discussion of Motion
Call the Question

ATTACHMENTS:

- [USA Shade Proposal - City Hall Entry Canopy 2022_01_05 12-27](#)
- [Option 1 - 20ft x 20ft Wave Structure](#)
- [Option 2 - 20ft x 40ft Joined Waves](#)
- [USA Shade Proposal - Bleacher Shade Structures](#)
- [Q-016470_sales_drawing](#)

BACKGROUND:

City Hall: In effort to enhance ADA Compliance and Energy Efficiency, Staff is recommending the removal of the exterior glass enclosure at the front entrance of City Hall. This enclosure is very old and deteriorating. This enclosure in its current form restricts ADA access, and the cost to upgrade exceeds its purpose. To provide energy efficiency and enhance the aesthetics of the facility, Staff is recommending the addition of two 20x20 shades sails extending from the entrance to the east. These sails will provide UV and rain protection to the entrance area. Two options have been brought forward in the bid documents; Option 1 is a single 20x20 shade sail and Option 2 is a double 20x20 shade sail (see bid documents attached). Staff is recommending option 2

both for functionality and appearance. Option 2 provides the greatest amount of UV protection as it doubles the shade surface area.

Cost Breakdown:

Option 2 Shade Structure	\$ 43,973.97*
Move Flagpole	\$ 500.00
Remove glass entrance	\$ 2,500.00
Total Cost:	<u>\$ 46,973.97</u>

*Option 1 would reduce the project cost by \$18,822.69.

Luckie Park: As part of our ongoing efforts to provide outdoor recreation opportunities, Staff is recommending the addition of shade structures over the baseball/softball field bleachers in Luckie Park. A single shade structure design will be used in all locations to reduce engineering costs. This design is a 20x20 shade structure. The two fields on the East side of the park will receive individual shade structures over the existing bleachers. The two fields on the West side of the park will share a single shade structure as the bleachers are located next to each other. The fields on the West side of the park also need additional concrete work to achieve ADA access.

Cost Breakdown:

3- 20x20 Shade Structures	\$ 58,833.02
Concrete ADA Enhancement	\$ 10,000.00
Sprinkler relocation	\$ 500.00
Total Cost:	<u>\$ 69,333.02</u>

Bid Process: For this project, a formal bid process is not required as we are utilizing an existing Sourcewell contract. Sourcewell is authorized by statute to establish competitively awarded cooperative purchasing agreements for use by government, education, and non-profit entities. These contracts are created to allow these entities to work more efficiently by streamlining the procurement process. All employees of Sourcewell are government employees. Sourcewell conducts the bidding process with detailed requirements in all solicitations, a rigorous evaluation and review process, and provides all documentation with each contract. Sourcewell is one of many cooperative purchasing agreements City Staff utilize to bring efficiency to our procurement process.

ENVIRONMENTAL:

None

ALTERNATIVES:

The Council choose to add, delete, or modify the installation, or parts of it.

FISCAL IMPACT:

As discussed in the mid-year financial review, the City, through its surplus created by ARPA (American Rescue Plan Act), will used these funds for these improvements.



USASHADE
& Fabric Structures®

City Hall Entry Canopy

1/5/2022

Proposal Valid for 15 Days

Proposal is based on Sourcewell Contract #01-0521

Proposal Prepared For:

City of Twentynine Palms

6136 Adobe Road

Twentynine Palms, CA 92277

AZ: 289388 CA: 989458 LA: 61718 NV:78724
NM: 383826 TN: 68712 DIR: 1000003533

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| 800-966-5005



Date: 1/5/2022

Proposal for USA SHADE & Fabric Structures

Project Information:				Sales Information:	
Purchaser:	City of Twentynine Palms	Contact:	Elijah Marshall	Sales Rep:	Ashley Donde
Project Name:	City Hall Entry Canopy	Phone:	(760) 409-0758	Phone:	(760) 250-7824
Quote No:	02010522AAD	Email:	emarshall@29palms.org	Email:	ashley.donde@usa-shade.com
PO No:		Fax:		Fax:	(214) 905-9514

Billing Information:		Shipping Information:		Jobsite Information:	
City of Twentynine Palms		SOUTHERN CALIFORNIA		City of Twentynine Palms	
6136 Adobe Road		1085 N. Main Street, Suite C		6136 Adobe Road	
Twentynine Palms		Orange		Twentynine Palms	
CA		CA		CA	
92277		92867		92277	
Contact:	Elijah Marshall	Contact:	Construction Dept.	Contact:	Elijah Marshall
Phone	(760) 409-0758	Phone	(714) 427-6981	Phone	(760) 409-0758
Email:	emarshall@29palms.org	Email:	jose.ruvalcaba@usa-shade.com	Email:	emarshall@29palms.org
Fax:		Fax:		Fax:	

CORPORATE ADDRESS:
 2580 Esters Blvd., Suite 100
 DFW Airport, TX 75261

MAILING ADDRESS:
 P.O. Box 3467
 Coppel, TX 75019

REMITTANCE ADDRESS:
 P.O. Box 734158
 Dallas, TX 75373-4158

SOUTHERN CALIFORNIA:
 1085 N. Main Street, Suite C
 Orange, CA 92867

NORTHERN CALIFORNIA:
 927 Enterprise Way, Suite A
 Napa, CA 94558

ARIZONA:
 2452 W. Birchwood Ave, Suite 112
 Mesa, AZ 85202

LAS VEGAS:
 6225 S. Valley View Blvd., Suite I
 Las Vegas, NV 89118

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Structure Pricing

Design Option 1.				
UNIT IMAGE	UNIT DETAILS			
	Unit Quantity:	1	Foundations By	USA Shade
	Unit Type:	Wave	Grout Installation	USA Shade
	Structure Size:	20ft x 20ft	Footing Type:	Drilled Pier
	USA Shade Model Number	404.5	Base Attachment:	PIH - Embed
	Entry Height:	8ft / 16ft	Anchor Bolts:	N/A
	No of Columns:	4 (2x 5ft Cantilever arms)	Concrete Cutting:	Included
	No of Fabric Tops:	1	Dirt Removal:	Included
	Fabric Type:	Colourshade_FR	Surface Type:	Concrete / Dirt
	Fabric Color:	Blue	NOTES	
	Steel Finish:	Powder Coated	Approx. 18" to 24" slope - grade to be surveyed. Client responsible to removal/relocation of flag pole	
Steel Color:	Beige			
Electrical Provisions:	N/A			
Cable/HDW Finish:	Galvanized			
PRICE				
\$	25,151.28	Concept No:		

Design Option 2.				
UNIT IMAGE	UNIT DETAILS			
	Unit Quantity:	1	Foundations By	USA Shade
	Unit Type:	Wave	Grout Installation	USA Shade
	Structure Size:	20ft x 40ft	Footing Type:	Drilled Pier
	USA Shade Model Number	604.5	Base Attachment:	PIH - Embed
	Entry Height:	8ft / 16ft	Anchor Bolts:	N/A
	No of Columns:	6 (2x 5ft Cantilever arms)	Concrete Cutting:	Included
	No of Fabric Tops:	2	Dirt Removal:	Included
	Fabric Type:	Colourshade_FR	Surface Type:	Concrete / Dirt
	Fabric Color:	Blue	NOTES	
	Steel Finish:	Powder Coated	Approx. 18" to 24" slope - grade to be surveyed. Client responsible to removal/relocation of flag pole	
Steel Color:	Beige			
Electrical Provisions:	N/A			
Cable/HDW Finish:	Galvanized			
PRICE				
\$	43,973.97	Concept No:		

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ACCESS/MISC.			
QTY	ITEM	DETAILS	COST
TOTAL FOR ACCESS/MISC ITEMS:			

PRICING TOTALS:	
Unit Total	Included
Accessories/Miscellaneous	Included
Shipping/Handling	Included
SUBTOTAL	
Sales Tax (7.75%)	Included
Engineering	Included
Installation	Included
TOTAL PRICE	

PAYMENT TERMS:	
(1) Upon execution of the Agreement (Deposit)	PO
(2) Upon delivery of Unit(s)	
(3) Upon completion of assembly/installation	100%
(4) Other (specify):	Progress Billing
NOTES:	
Pricing does not include the cost for payment or performance bonds, should these be required, please add 1.5% to the Total.	

USA SHADE reserves the right to implement a surcharge for significant increases in raw materials, including the following, but not limited to: fuel, steel, fabric, and concrete. Proposal pricing is only valid for 15 Days due to the fluctuation in steel pricing. Due to recent significant increases experienced in raw steel and fabric materials, it may be necessary to order, invoice, and receive payments for steel and fabric as soon as final sizing can be determined.

ENGINEERING REQUIREMENTS		NOTES
Building Code	CBC 2019	Client to provide permits.
Wind Load	120 mph	
Snow Load	5 psf	
Drawing Size	Electronic	
No. of Sealed Drawings	1	
Calculations Required	Yes	

INCLUSIONS / EXCLUSIONS					
INCLUDED	EXCLUDED	ENGINEERING REQUIREMENTS	INCLUDED	EXCLUDED	INSTALLATION - MISCELLANEOUS
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Sealed Drawings & Calculations	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Prevailing Wage / Certified Payroll
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Permit Submittal	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Union Wages
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Permit Fee	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Fencing
<input type="checkbox"/>	<input checked="" type="checkbox"/>	DSA Submittal & Fees	<input type="checkbox"/>	<input checked="" type="checkbox"/>	water and Electrical
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Design and Engineering of Structure	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Landscape Repair
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Design and Engineering of Foundation	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Demolition (Existing Structures)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Reactions and Loads for attachment to Walls, Rooftops, or Other	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Payment and Performance Bonds
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Foundation Location and Elevation Survey	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Special Inspection Fees

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Construction Assumptions

- 1) The designated area for our structures will be accessible by drive-up for unloading of our trucks and equipment, including personnel man-lifts, forklifts, etc. Should a crane be required and direct access not available, additional costs for such will be submitted by a Change Order.
- 2) Our pricing is based on the ability to perform all of our work with clear, sequential, and continuous access without interruption during normal daytime working hours. We have assumed one mobilization for the installation of foundations, steel and fabric; if additional mobilizations are required, there will be an additional charge. We will require exclusive access to the area for our work during the construction process.
- 3) Our pricing does not include daily site delays accessing the work areas. USA SHADE will submit a Change Order for any delays caused by other trades which interfere or cause us to stop working.
- 4) We will require site sanitary facilities and refuse containers by others within 200 feet of our work.
- 5) USA SHADE will leave its work and materials in a clean condition at the conclusion of our work.
- 6) Barricades and public security requirements are not included.
- 7) Unless specifically included in this proposal, this agreement does not include, and Company will not provide, services, labor, or materials for any of the following work: (a) removal and disposal of any materials containing asbestos or any hazardous materials as defined by the EPA; (b) moving Owner's property around the installation site; (c) repair or replacement of any Purchaser or Owner-supplied materials; or (d) repair of damage to existing surfaces that may occur when construction equipment and vehicles are being used in the normal course of construction.
- 8) Pricing for foundation design is based on drilled pier footings. In the event the geotechnical report requires an alternate configuration, any additional costs incurred will be submitted to the client by a Change Order.
- 9) Digging of our foundations will not be constrained by any existing concrete or utilities. USA SHADE will not be responsible for moving or repairing any underground utility lines such as electrical, telephone, gas, water, or sprinkler lines that may be encountered during installation.
- 10) Any additional costs incurred as a result of hard rock conditions requiring extra equipment, utility removal or repair, resulting in delay, will result in additional charges unless they are detailed on as-built site drawings provided to USA SHADE or marked on the ground and communicated to USA SHADE in writing prior to installation.

GENERAL TERMS & CONDITIONS AND WARRANTY

- 1) **Proposal:** The above proposal is valid for **1 Year** from the date first set forth above. After 30 days, we reserve the right to increase prices due to the rise in cost of raw materials, fuel, or other cost increases. When applicable, USA SHADE & Fabric Structures reserves the right to implement a surcharge for significant increases in raw materials, including, but not limited to; fuel, steel, and concrete. Due to the duration of time between proposals, contracts, and final installation, USA SHADE & Fabric Structures reserves the right to implement this surcharge, when applicable.
- 2) **Purchase:** By executing this proposal, or submitting a purchase order pursuant to this proposal (which shall incorporate the terms of this agreement specifically by reference) which is accepted by USA SHADE & Fabric Structures (the "Company"), the purchaser identified above ("you" or the "Purchaser") agrees to purchase Shade Structures brand shade structures ("Structures") and the services to be provided by the Company, as detailed in the "Structure Pricing" and "General Scope of Work" sections of this agreement, above, or in the relevant purchase order accepted by the Company, for use by Purchaser or for installation by Company or Purchaser on behalf of a third-party who will be the ultimate owner of the Structures (the ultimate owner of a Structure, whether Purchaser or a third-party, being the "Owner").
- 3) **Short Ship Claims:** Purchaser has 15 days from receipt of the structures to file a short ship report in writing to its sales representative. Company will not honor claims made after this time.
- 4) **Standard Exclusions:** Unless specifically included under the "General Scope of Work" section above, this agreement does not include, and Company will not provide, services, labor, or materials for any of the following work: (a) removal and disposal of any materials containing asbestos or any hazardous materials as defined by the EPA; (b) moving Owner's property around the installation site; (c) repair or replacement of any Purchaser or Owner-supplied materials; (d) repair of concealed underground utilities not located on prints supplied to Company by Owner during the bidding process, or physically staked out by Owner, and which are damaged during construction during normal course of construction.

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- 5) **Bonding Guidelines:** If Purchaser will use or provide the Structures and Services for an Owner other than Purchaser (including, without limitation, as a subcontractor of Purchaser), Purchaser will include the following statement in Purchaser's contract with Owner:

"The manufacturer's warranty for the Shade Structures brand shade structures is a separate document between USA SHADE & Fabric Structures and the ultimate owner of the Shade Structures brand shade structures, which will be provided to the ultimate owner at the time of completion of the installation and other services to be provided by USA SHADE & Fabric Structures. Due to surety requirements, any performance and/or payment bond will cover only the first year of the USA SHADE & Fabric Structures warranty."

- 6) **Insurance Requirements:** Company is not required to provide any insurance coverage in excess of Company's standard insurance. A copy of the Company's standard insurance is available for your review prior to acceptance of the Company's proposal.
- 7) **Payment:** Terms of payment are defined in the "Pricing Details" section and are specific to this contract. For purposes of this agreement, "Completion" is defined as being the point at which the Structure is suitable for its intended use, the issue of occupancy consent, or a final building department approval is issued, whichever occurs first. Progress billing and payment will be required. All payments must be made to Shade Structures, Inc., P.O. Box 734158, Dallas, TX 75373-4158. Company may use all remedies available to it under current laws including, but not limited to, filing of liens against the property and using a collection agency or the courts to secure the collection of the outstanding debt.
- 8) **Lien Releases:** Upon request by Owner, Company will issue appropriate partial lien releases as corresponding payments are received from Purchaser, but prior to receiving final payment from Purchaser or Owner. Company will provide a full release of liens upon receipt of final payment. In accordance with state laws, Company reserves the right to place a lien on the property if final payment has not been received 10 days prior to the filing deadline for liens.
- 9) **Site Plan Approval, Permit/s, Permit Fees, Plans, Engineering Drawings, and Surveying:** Site plan approval, permits, permit fees, plans, engineering drawings, and surveying are specifically excluded from this agreement and the Services unless specified under the "General Scope of Work". The Company does not in any way warrant or represent that a permit or site plan approval for construction will be obtained. Sealed engineered drawings that are required but not included in the "General Scope of Work" will result in an additional cost to Purchaser.
- 10) **Manufacturing & Delivery:** Manufacturing lead-time from Company's receipt of the "Notice To Proceed" is approximately 6 to 8 weeks for standard structures, and 8 to 12 weeks for custom structures. Delivery is approximately 1 week thereafter. Delivery of structures may be prior to or at start of assembly. Please note that these timelines do not include approval or permitting timeframes.
- 11) **Returned Product, Deposits, and/or Cancelled Order:** Within the first 45 days after shipment from our facility, all returned product(s) and cancelled orders are subject to a 50% restocking fee. No returns are available following this 45 day period. All deposits are non-refundable. All expenses incurred (engineering, site surveys, shipping, handling, etc.) are the responsibility of the Purchaser, up to notice of cancellation.
- 12) **Concealed Conditions:** "Concealed conditions" include, without limitation, water, gas, sprinkler, electrical and sewage lines, post tension cables, and steel rebar. This agreement is based solely on observations the Company was able to make either by visual inspection or by drawings and/or plans submitted by Owner at the time this agreement was bid. If additional Concealed Conditions are discovered once work has commenced, which were not visible at the time this proposal was bid, Company will stop work and indicate these unforeseen Concealed Conditions to Purchaser or Owner so that Purchaser and Company can execute a Change Order for any additional work. In any event, any damage caused by or to unforeseen Concealed Conditions is the sole responsibility of the Purchaser and Company shall not be held liable for any such damage. Soil conditions are assumed to be soil that does not contain any water, hard rock (such as limestone, caliche, etc.), rocks larger than 4 inches in diameter, or any other condition that will require additional labor, equipment and/or materials not specified by the Purchaser or Owner in the bidding process. Any condition requiring additional labor, equipment, and/or materials to complete the drilling or concrete operations will require a Change Order before Company will complete the process. Price quotes are based on a drilled pier footing. Any variation will incur additional charges (i.e. spread footings, concrete mat, sand, water, landfill, etc.). Costs for footing and installation do not include any allowance for extending below frost lines (the additional costs for which vary by geographical region).

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- 13) **Changes in the Work:** During the course of this project, Purchaser may order changes in the work (both additions and deletions). Additionally, an approving agency may require changes in the work from the original design or engineering quoted and provided by the Company (both additions and deletions.) The cost of these changes will be determined by the Company, and a Change Order form must be completed and signed by both the Purchaser and the Company, which will detail the "General Scope of the Change Order". Should any Change Order be essential to the completion of the project, and the Purchaser refuses to authorize such Change Order, then Company will be deemed to have performed its part of the project, and the project and services will be terminated. Upon such termination, Company will submit a final billing to Purchaser for payment, less a labor allowance for work not performed but including additional charges incurred due to the stoppage. No credit will be allowed for materials sold and supplied, which will remain the property of the Purchaser.
- 14) **Indemnification:** To the fullest extent permitted by law, Purchaser shall indemnify, defend, and hold harmless the Company and its consultants, agents, and employees or any of them from and against claims, damages, losses and expenses, including, but not limited to, attorneys' fees related to the installation of the Structure or performance of the services, provided that such claim, damage, loss, or expense is attributable to bodily injury to, sickness, disease, or death of a person, or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of the Purchaser or its agents, employees, or subcontractors, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in Section 15.
- 15) **Statement of Limited Warranty:**
- The structural integrity of all supplied steel is warranted for ten years.
 - If assembly is provided by the Company, workmanship of the structure is covered for one year, including labor for the removal of any failed part, disassembly (if necessary), cost of shipping, and reassembly.
 - All steel surface finishes are warranted for one year.
 - Shadesure™, Colourshade® FR, eXtreme 32™, Commercial 95™, SaFRshade™, and Monotec 370™ fabrics all carry a ten year limited manufacturer's warranty against failure from significant fading, deterioration, breakdown, outdoor heat, cold, or discoloration. Should the fabric need to be replaced under the warranty, the Company will manufacture and ship a new replacement fabric at no charge for the first six years, thereafter pro-rated at 20% per year over the remaining four years. The following are exceptions to the preceding warranty terms:
 - Shadesure™ fabrics in Red, Yellow, Atomic Orange, Electric Purple, Zesty Lime, Cinnamon, Olive, and Mulberry carry a five year pro-rated
 - Fabric tops attached to Coolbrella™ structures carry a three year warranty;
 - Individual fabric tops measuring greater than 40' in length are covered by a non-prorated five year warranty;
 - Preconstraint 502™ waterproof membrane is subject to an eight year pro-rated warranty.
 - Sewing thread is warranted for ten years.

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General Limited Warranty Terms and Conditions

- These limited warranties are effective from the date of sale, or, if assembly is provided by the Company, upon receipt by Company from Purchaser of a completed and signed "Customer Checklist and Sign-off" form.
- In its sole discretion, the Company will repair and/or/replace defective structures, products or workmanship, or refund that portion of the price related to the defective product, labor, or service rendered.
- The Company reserves the right, in cases where certain fabric colors have been discontinued, to offer the Purchaser or Owner a choice of available alternative colors to replace the warranted fabric. The Company does not guarantee that any particular color will be available for any period of time, and reserves the right to discontinue any color for any reason, without recourse by the Purchaser or Owner of the discontinued fabric color.
- Should the Purchaser or Owner sell the structures to another party, the warranty cannot be transferred to the new owner without a complete and thorough on-site inspection performed by a Company representative. Please contact the Company at warranty@usa-shade.com for more details.
- All warranty claims covering Company supplied structures, products, and services must be submitted by Purchaser or Owner in writing to the Company within thirty days from the date of discovery of the alleged defect and must include a detailed description and applicable photographs of the alleged defect or problem. Warranty claims should be submitted by email to warranty@usa-shade.com.
- Purchaser or Owner agrees that venue for any court action to enforce these limited warranties shall be in the City or County of Dallas in the State of Texas, USA.
- These limited warranties are void if:
 - o the supplied structures, products, services and/or labor are not paid for in full;
 - o the structures are not assembled in strict compliance with USA SHADE specifications;
 - o any changes, modifications, additions, or attachments are made to the structures in any way, without prior written approval from the Company. Specifically, no signs, objects, fans, light fixtures, etc. may be hung from the structures, unless specifically engineered by the Company.
- These limited warranties do not cover defects and/or damages caused by:
 - o normal wear and tear;
 - o misuse, willful or intentional damage, vandalism, contact with chemicals, cuts and Acts of God (i.e. tornado, hurricane, micro/macros burst, earthquake, wildfires, etc.);
 - o ice, snow or wind loads in excess of the designed load parameters engineered for the supplied structures;
 - o use, maintenance, neglect, repair, and/or service inconsistent with the Company's written care and maintenance instructions, provided with the order.
- The limited warranties explicitly exclude:
 - o workmanship related to assembly not provided by the Company or its agents;
 - o fabric curtains, valances, and flat vertical panels;
 - o fabric tops installed on structures that were not engineered and originally supplied by the Company.
- THE COMPANY SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, LIQUIDATED, EXEMPLARY, OR PUNITIVE DAMAGES, OR ANY LOSS OF REVENUE, PROFIT, USE OR GOODWILL, WHETHER BASED UPON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, ARISING OUT OF A BREACH OF THIS WARRANTY OR IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE, USE, OPERATION OR REPAIR OF ANY PRODUCT OR SERVICE. IN NO EVENT WILL THE COMPANY BE LIABLE FOR ANY AMOUNT GREATER THAN THE PURCHASE PRICE FOR ANY PRODUCT OR SERVICE PROVIDED BY THE COMPANY.
- THE FOREGOING LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY FOR THE COMPANY'S PRODUCTS AND SERVICES, AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT. SELLER SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING OUT OF COURSE OF DEALING OR PERFORMANCE OR TRADE USAGE. PURCHASER, BY ACCEPTANCE AND USE OF THIS LIMITED WARRANTY, WAIVES ANY RIGHTS IT WOULD OTHERWISE HAVE TO CLAIM OR ASSERT THAT THIS LIMITED WARRANTY FAILS OF ITS ESSENTIAL PURPOSE.

Colourshade[®] and eXtreme 32[™] are registered trademarks of Multiknit Pty. Ltd.

Commercial 95[™] and SaFRshade[™] are registered trademarks of Gale Pacific USA Inc.

Monotec 370[™] is a registered trademark of PRO-KNIT Industries Pty. Ltd.

Preconstraint 502[™] is a registered trademark of Serge Ferrari North America, Inc.

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16) **Assembly/Installation:**

- Company will notify Purchaser of the scheduled assembly date. Owner agrees to have an owner representative meet the assembly crew at the job site on the scheduled assembly date to verify the exact location where the structure(s) is to be placed.
- Labor for the removal, assembly, and/or freight charges will only be covered by Company in instances where the structures supplied and installed by Company are determined by the Company to be defective. In all cases where structures are not installed by Company, all labor for the removal, assembly, and/or freight of the structures will be the Purchaser's responsibility.
- Installation prices are based on a single mobilization charge. If additional mobilizations are required, there will be additional charges.
- If the requested services require Company access to Owner's premises, Company will be provided access to the Owner's premises free and clear of debris, automobiles, or other interference Monday ~ Friday during the hours of 8:00am to 6:00pm, and Company will have access to water and electrical facilities during installation. Additional charges will apply if utilities are not easily accessible. Where applicable, all vehicles will be moved prior to Company's crew beginning any installation.
- Company will not be responsible for moving or repairing any underground utility lines such as electrical, telephone, gas, water, or sprinkler lines that may be encountered during installation.
- Any additional costs incurred as a result of hard rock conditions requiring extra equipment, utility removal or repair resulting in delay will result in additional charges unless they are detailed on as-built site drawings provided to Company or marked on the ground and communicated to Company in writing prior to fabrication and installation.

17) **Installation/Assembly on-site:** Where installation/assembly is part of the services, Purchaser must provide the Company with a detailed drawing prepared by or for the Owner showing exactly where the structures are to be assembled as well as detailing any obstacles or other impediments that may cause the assembly process to be more difficult. Any fixture(s), e.g., playground, pools, etc., that the structures are to be assembled over must also be detailed, along with their peak heights (if applicable).

18) **Site/Use Review by Purchaser:** Company relies on the Purchaser to determine that the structures ordered are appropriate and safe for the Owner's installation site and/or intended use. Company is not responsible for damages or injuries resulting from collisions by moving objects or persons with the structure post(s). Company can recommend, or supply at additional cost, padding for posts from a third party manufacturer.

19) **Preparatory Work:** Where installation/assembly is part of the services and in the event that the foundation or job site is not suitable or ready for assembly to begin on the scheduled day, a Delay of Order notification must be sent to Company at least 4 working days prior, in order to allow Company to reschedule the project. In the event that Company is not notified and incurs an expense in attempting to execute the assembly, a re-mobilization charge may be charged to Purchaser before Company will reschedule the assembly.

20) **Delegation: Subcontractors:** The services and the manufacturing and assembly of the structures may be performed by subcontractors under appropriate agreements with the Company.

21) **Force Majeure: Impracticability:** The Company shall not be charged with any loss or damage for failure or delay in delivering or assembling of the structures when such failure or delay is due to any cause beyond the control of the Company, due to compliance with governmental regulations or orders, or due to any Acts of God, strikes, lockouts, slowdowns, wars, or shortages in transportation, materials or labor.

22) **Dispute Resolution:** Any controversy or claim arising out of or related to this agreement must be settled by binding arbitration administered in Dallas, TX by a single arbitrator selected by the parties or by the American Arbitration Association, and conducted in accordance with the construction industry arbitration rules. Judgment upon the award may be entered in any court having jurisdiction thereof.

23) **Entire Agreement; No Reliance:** This agreement represents and contains the entire agreement between the parties. Prior discussion or verbal representations by the parties that are not contained in this agreement are not part of this agreement. Purchaser hereby acknowledges that it has not received or relied upon any statements or representations by Company or its agents which are not expressly stipulated herein, including without limitation any statements as to the structures, warranties, or services provided hereunder.

24) **No Third-Party Beneficiaries:** This agreement creates no third-party rights or obligations between Company and any other person, including any Owner who is not also a Purchaser. It is understood and agreed that the parties do not intend that any third party should be a beneficiary of this agreement.

25) **Governing Law:** The agreement will be construed and enforced in accordance with the laws of the State of Texas.

26) **Assignment:** Purchaser may not assign this agreement, by operation of law or otherwise, without the prior written consent of Company. The agreement shall be binding upon and insure to the benefit of the Company and the Purchaser, and their successors and permitted assigns.

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Executed to be effective as of the date executed by the Company:

NOTE: FOR ANY PURCHASE EQUAL TO OR EXCEEDING \$100,000.00 USD, NO WORK, OTHER THAN PRE-WORK, SHALL BE UNDERTAKEN WITHOUT A MUTUALLY ACCEPTABLE AND SIGNED CONSTRUCTION CONTRACT.

PURCHASER:

City of Twentynine Palms

SELLER:

Shade Structures, Inc. DBA USA Shade

Signature:

By: (Print)

Title:

Date:

Signature:

By: (Print)

Title:

Date:

**NOTE: All purchase orders and contracts should be drafted in the name of
Shade Structures, Inc.**

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City of Twenty Nine Palms

City Hall Entry Canopy

Legend

Twenty-nine Palms City Hall



Google Earth

50 ft

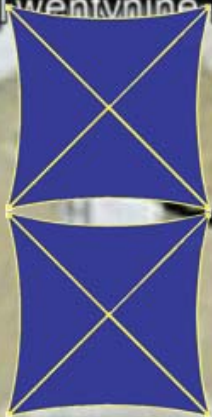


City of Twenty Nine Palms

City Hall Entry Canopy

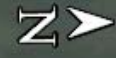
Legend

Twentynine Palms City Hall



Google Earth

50 ft





USASHADE
& Fabric Structures®

Bleacher Shade Structures

2/2/2022

Proposal Valid for 15 Days

Proposal is based on Sourcewell Contract #01-0521

Proposal Prepared For:

City of Twentynine Palms

6136 Adobe Road

Twentynine Palms, CA 92277

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NM: 383826 TN: 68712 DIR: 1000003533

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Date: 2/2/2022

Proposal for USA SHADE & Fabric Structures

Project Information:				Sales Information:	
Purchaser:	City of Twentynine Palms	Contact:	Elijah Marshall	Sales Rep:	Ashley Donde
Project Name:	Bleacher Shade Structures	Phone:	(760) 409-0758	Phone:	(760) 250-7824
Quote No:	03010522AAD	Email:	emarshall@29palms.org	Email:	ashley.donde@usa-shade.com
PO No:		Fax:		Fax:	(214) 905-9514

Billing Information:		Shipping Information:		Jobsite Information:	
City of Twentynine Palms		SOUTHERN CALIFORNIA		Luckie Park	
6136 Adobe Road		1085 N. Main Street, Suite C		5885 Luckie Ave	
Twentynine Palms		Orange		Twentynine Palms	
CA		CA		CA	
92277		92867		92277	
Contact:	Elijah Marshall	Contact:	Construction Dept.	Contact:	Elijah Marshall
Phone	(760) 409-0758	Phone	(714) 427-6981	Phone	(760) 409-0758
Email:	emarshall@29palms.org	Email:	jose.ruvalcaba@usa-shade.com	Email:	emarshall@29palms.org
Fax:		Fax:		Fax:	

CORPORATE ADDRESS:
 2580 Esters Blvd., Suite 100
 DFW Airport, TX 75261

MAILING ADDRESS:
 P.O. Box 3467
 Coppel, TX 75019

REMITTANCE ADDRESS:
 P.O. Box 734158
 Dallas, TX 75373-4158

SOUTHERN CALIFORNIA:
 1085 N. Main Street, Suite C
 Orange, CA 92867

NORTHERN CALIFORNIA:
 927 Enterprise Way, Suite A
 Napa, CA 94558

ARIZONA:
 2452 W. Birchwood Ave, Suite 112
 Mesa, AZ 85202

LAS VEGAS:
 6225 S. Valley View Blvd., Suite I
 Las Vegas, NV 89118

NOTE: This message is intended only for the use of the individual to whom it is addressed, and contains information that is privileged, confidential, and exempt from disclosure under applicable law. If you are not the intended recipient, or the employee or agent responsible for delivering this message to the intended recipient, you are hereby notified that any unauthorized disclosure, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by phone and return the original message to the applicable address above.

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Structure Pricing

Design Option 1.				
UNIT IMAGE	UNIT DETAILS			
	Unit Quantity:	3	Foundations By	USA Shade
	Unit Type:	Hip	Grout Installation	USA Shade
	Structure Size:	20ft x 20ft	Footing Type:	Drilled Pier
	USA Shade Model Number	401.5	Base Attachment:	PIH - Embed
	Entry Height:	11ft	Anchor Bolts:	N/A
	No of Columns:	4 each	Concrete Cutting:	Included
	No of Fabric Tops:	1 each	Dirt Removal:	Included
	Fabric Type:	Colourshade_FR	Surface Type:	Concrete / Dirt
	Fabric Color:	Green	NOTES	
	Steel Finish:	Powder Coated	5 Posts with concrete saw cutting. Client to move bleachers prior to installation. Please turn off sprinklers at least 1 week prior to installation.	
	Steel Color:	White		
	Electrical Provisions:	N/A		
PRICE		Cable/HDW Finish:	Galvanized	
\$	58,833.02	Concept No:		



ACCESS/MISC.			
QTY	ITEM	DETAILS	COST
TOTAL FOR ACCESS/MISC ITEMS:			

PRICING TOTALS:	
Unit Total	Included
Accessories/Miscellaneous	Included
Shipping/Handling	Included
SUBTOTAL	
Sales Tax (7.75%)	Included
Engineering	Included
Installation	Included
TOTAL PRICE	\$ 58,833.02

PAYMENT TERMS:	
(1) Upon execution of the Agreement (Deposit)	PO
(2) Upon delivery of Unit(s)	
(3) Upon completion of assembly/installation	100%
(4) Other (specify):	Progress Billing
NOTES:	
Pricing does not include the cost for payment or performance bonds, should these be required, please add 1.5% to the Total.	

USA SHADE reserves the right to implement a surcharge for significant increases in raw materials, including the following, but not limited to: fuel, steel, fabric, and concrete. Proposal pricing is only valid for 15 Days due to the fluctuation in steel pricing. Due to recent significant increases experienced in raw steel and fabric materials, it may be necessary to order, invoice, and receive payments for steel and fabric as soon as final sizing can be determined.

ENGINEERING REQUIREMENTS		NOTES
Building Code	CBC 2019	Client to provide permits.
Wind Load	120 mph	
Snow Load	5 psf	
Drawing Size	Electronic	
No. of Sealed Drawings	1	
Calculations Required	Yes	

INCLUSIONS / EXCLUSIONS					
INCLUDED	EXCLUDED	ENGINEERING REQUIREMENTS	INCLUDED	EXCLUDED	INSTALLATION - MISCELLANEOUS
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Sealed Drawings & Calculations	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Prevailing Wage / Certified Payroll
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Permit Submittal	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Union Wages
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Permit Fee	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Fencing
<input type="checkbox"/>	<input checked="" type="checkbox"/>	DSA Submittal & Fees	<input type="checkbox"/>	<input checked="" type="checkbox"/>	water and Electrical
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Design and Engineering of Structure	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Landscape Repair
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Design and Engineering of Foundation	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Demolition (Existing Structures)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Reactions and Loads for attachment to Walls, Rooftops, or Other	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Payment and Performance Bonds
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Foundation Location and Elevation Survey	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Special Inspection Fees

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Construction Assumptions

- 1) The designated area for our structures will be accessible by drive-up for unloading of our trucks and equipment, including personnel man-lifts, forklifts, etc. Should a crane be required and direct access not available, additional costs for such will be submitted by a Change Order.
- 2) Our pricing is based on the ability to perform all of our work with clear, sequential, and continuous access without interruption during normal daytime working hours. We have assumed one mobilization for the installation of foundations, steel and fabric; if additional mobilizations are required, there will be an additional charge. We will require exclusive access to the area for our work during the construction process.
- 3) Our pricing does not include daily site delays accessing the work areas. USA SHADE will submit a Change Order for any delays caused by other trades which interfere or cause us to stop working.
- 4) We will require site sanitary facilities and refuse containers by others within 200 feet of our work.
- 5) USA SHADE will leave its work and materials in a clean condition at the conclusion of our work.
- 6) Barricades and public security requirements are not included.
- 7) Unless specifically included in this proposal, this agreement does not include, and Company will not provide, services, labor, or materials for any of the following work: (a) removal and disposal of any materials containing asbestos or any hazardous materials as defined by the EPA; (b) moving Owner's property around the installation site; (c) repair or replacement of any Purchaser or Owner-supplied materials; or (d) repair of damage to existing surfaces that may occur when construction equipment and vehicles are being used in the normal course of construction.
- 8) Pricing for foundation design is based on drilled pier footings. In the event the geotechnical report requires an alternate configuration, any additional costs incurred will be submitted to the client by a Change Order.
- 9) Digging of our foundations will not be constrained by any existing concrete or utilities. USA SHADE will not be responsible for moving or repairing any underground utility lines such as electrical, telephone, gas, water, or sprinkler lines that may be encountered during installation.
- 10) Any additional costs incurred as a result of hard rock conditions requiring extra equipment, utility removal or repair, resulting in delay, will result in additional charges unless they are detailed on as-built site drawings provided to USA SHADE or marked on the ground and communicated to USA SHADE in writing prior to installation.

GENERAL TERMS & CONDITIONS AND WARRANTY

- 1) **Proposal:** The above proposal is valid for **1 Year** from the date first set forth above. After 30 days, we reserve the right to increase prices due to the rise in cost of raw materials, fuel, or other cost increases. When applicable, USA SHADE & Fabric Structures reserves the right to implement a surcharge for significant increases in raw materials, including, but not limited to; fuel, steel, and concrete. Due to the duration of time between proposals, contracts, and final installation, USA SHADE & Fabric Structures reserves the right to implement this surcharge, when applicable.
- 2) **Purchase:** By executing this proposal, or submitting a purchase order pursuant to this proposal (which shall incorporate the terms of this agreement specifically by reference) which is accepted by USA SHADE & Fabric Structures (the "Company"), the purchaser identified above ("you" or the "Purchaser") agrees to purchase Shade Structures brand shade structures ("Structures") and the services to be provided by the Company, as detailed in the "Structure Pricing" and "General Scope of Work" sections of this agreement, above, or in the relevant purchase order accepted by the Company, for use by Purchaser or for installation by Company or Purchaser on behalf of a third-party who will be the ultimate owner of the Structures (the ultimate owner of a Structure, whether Purchaser or a third-party, being the "Owner").
- 3) **Short Ship Claims:** Purchaser has 15 days from receipt of the structures to file a short ship report in writing to its sales representative. Company will not honor claims made after this time.
- 4) **Standard Exclusions:** Unless specifically included under the "General Scope of Work" section above, this agreement does not include, and Company will not provide, services, labor, or materials for any of the following work: (a) removal and disposal of any materials containing asbestos or any hazardous materials as defined by the EPA; (b) moving Owner's property around the installation site; (c) repair or replacement of any Purchaser or Owner-supplied materials; (d) repair of concealed underground utilities not located on prints supplied to Company by Owner during the bidding process, or physically staked out by Owner, and which are damaged during construction during normal course of construction.

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- 5) **Bonding Guidelines:** If Purchaser will use or provide the Structures and Services for an Owner other than Purchaser (including, without limitation, as a subcontractor of Purchaser), Purchaser will include the following statement in Purchaser's contract with Owner:

"The manufacturer's warranty for the Shade Structures brand shade structures is a separate document between USA SHADE & Fabric Structures and the ultimate owner of the Shade Structures brand shade structures, which will be provided to the ultimate owner at the time of completion of the installation and other services to be provided by USA SHADE & Fabric Structures. Due to surety requirements, any performance and/or payment bond will cover only the first year of the USA SHADE & Fabric Structures warranty."

- 6) **Insurance Requirements:** Company is not required to provide any insurance coverage in excess of Company's standard insurance. A copy of the Company's standard insurance is available for your review prior to acceptance of the Company's proposal.
- 7) **Payment:** Terms of payment are defined in the "Pricing Details" section and are specific to this contract. For purposes of this agreement, "Completion" is defined as being the point at which the Structure is suitable for its intended use, the issue of occupancy consent, or a final building department approval is issued, whichever occurs first. Progress billing and payment will be required. All payments must be made to Shade Structures, Inc., P.O. Box 734158, Dallas, TX 75373-4158. Company may use all remedies available to it under current laws including, but not limited to, filing of liens against the property and using a collection agency or the courts to secure the collection of the outstanding debt.
- 8) **Lien Releases:** Upon request by Owner, Company will issue appropriate partial lien releases as corresponding payments are received from Purchaser, but prior to receiving final payment from Purchaser or Owner. Company will provide a full release of liens upon receipt of final payment. In accordance with state laws, Company reserves the right to place a lien on the property if final payment has not been received 10 days prior to the filing deadline for liens.
- 9) **Site Plan Approval, Permit/s, Permit Fees, Plans, Engineering Drawings, and Surveying:** Site plan approval, permits, permit fees, plans, engineering drawings, and surveying are specifically excluded from this agreement and the Services unless specified under the "General Scope of Work". The Company does not in any way warrant or represent that a permit or site plan approval for construction will be obtained. Sealed engineered drawings that are required but not included in the "General Scope of Work" will result in an additional cost to Purchaser.
- 10) **Manufacturing & Delivery:** Manufacturing lead-time from Company's receipt of the "Notice To Proceed" is approximately 6 to 8 weeks for standard structures, and 8 to 12 weeks for custom structures. Delivery is approximately 1 week thereafter. Delivery of structures may be prior to or at start of assembly. Please note that these timelines do not include approval or permitting timeframes.
- 11) **Returned Product, Deposits, and/or Cancelled Order:** Within the first 45 days after shipment from our facility, all returned product(s) and cancelled orders are subject to a 50% restocking fee. No returns are available following this 45 day period. All deposits are non-refundable. All expenses incurred (engineering, site surveys, shipping, handling, etc.) are the responsibility of the Purchaser, up to notice of cancellation.
- 12) **Concealed Conditions:** "Concealed conditions" include, without limitation, water, gas, sprinkler, electrical and sewage lines, post tension cables, and steel rebar. This agreement is based solely on observations the Company was able to make either by visual inspection or by drawings and/or plans submitted by Owner at the time this agreement was bid. If additional Concealed Conditions are discovered once work has commenced, which were not visible at the time this proposal was bid, Company will stop work and indicate these unforeseen Concealed Conditions to Purchaser or Owner so that Purchaser and Company can execute a Change Order for any additional work. In any event, any damage caused by or to unforeseen Concealed Conditions is the sole responsibility of the Purchaser and Company shall not be held liable for any such damage. Soil conditions are assumed to be soil that does not contain any water, hard rock (such as limestone, caliche, etc.), rocks larger than 4 inches in diameter, or any other condition that will require additional labor, equipment and/or materials not specified by the Purchaser or Owner in the bidding process. Any condition requiring additional labor, equipment, and/or materials to complete the drilling or concrete operations will require a Change Order before Company will complete the process. Price quotes are based on a drilled pier footing. Any variation will incur additional charges (i.e. spread footings, concrete mat, sand, water, landfill, etc.). Costs for footing and installation do not include any allowance for extending below frost lines (the additional costs for which vary by geographical region).

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- 13) **Changes in the Work:** During the course of this project, Purchaser may order changes in the work (both additions and deletions). Additionally, an approving agency may require changes in the work from the original design or engineering quoted and provided by the Company (both additions and deletions.) The cost of these changes will be determined by the Company, and a Change Order form must be completed and signed by both the Purchaser and the Company, which will detail the "General Scope of the Change Order". Should any Change Order be essential to the completion of the project, and the Purchaser refuses to authorize such Change Order, then Company will be deemed to have performed its part of the project, and the project and services will be terminated. Upon such termination, Company will submit a final billing to Purchaser for payment, less a labor allowance for work not performed but including additional charges incurred due to the stoppage. No credit will be allowed for materials sold and supplied, which will remain the property of the Purchaser.
- 14) **Indemnification:** To the fullest extent permitted by law, Purchaser shall indemnify, defend, and hold harmless the Company and its consultants, agents, and employees or any of them from and against claims, damages, losses and expenses, including, but not limited to, attorneys' fees related to the installation of the Structure or performance of the services, provided that such claim, damage, loss, or expense is attributable to bodily injury to, sickness, disease, or death of a person, or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of the Purchaser or its agents, employees, or subcontractors, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in Section 15.
- 15) **Statement of Limited Warranty:**
- The structural integrity of all supplied steel is warranted for ten years.
 - If assembly is provided by the Company, workmanship of the structure is covered for one year, including labor for the removal of any failed part, disassembly (if necessary), cost of shipping, and reassembly.
 - All steel surface finishes are warranted for one year.
 - Shadesure™, Colourshade® FR, eXtreme 32™, Commercial 95™, SaFRshade™, and Monotec 370™ fabrics all carry a ten year limited manufacturer's warranty against failure from significant fading, deterioration, breakdown, outdoor heat, cold, or discoloration. Should the fabric need to be replaced under the warranty, the Company will manufacture and ship a new replacement fabric at no charge for the first six years, thereafter pro-rated at 20% per year over the remaining four years. The following are exceptions to the preceding warranty terms:
 - Shadesure™ fabrics in Red, Yellow, Atomic Orange, Electric Purple, Zesty Lime, Cinnamon, Olive, and Mulberry carry a five year pro-rated
 - Fabric tops attached to Coolbrella™ structures carry a three year warranty;
 - Individual fabric tops measuring greater than 40' in length are covered by a non-prorated five year warranty;
 - Preconstraint 502™ waterproof membrane is subject to an eight year pro-rated warranty.
 - Sewing thread is warranted for ten years.

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General Limited Warranty Terms and Conditions

- These limited warranties are effective from the date of sale, or, if assembly is provided by the Company, upon receipt by Company from Purchaser of a completed and signed "Customer Checklist and Sign-off" form.
- In its sole discretion, the Company will repair and/or/replace defective structures, products or workmanship, or refund that portion of the price related to the defective product, labor, or service rendered.
- The Company reserves the right, in cases where certain fabric colors have been discontinued, to offer the Purchaser or Owner a choice of available alternative colors to replace the warranted fabric. The Company does not guarantee that any particular color will be available for any period of time, and reserves the right to discontinue any color for any reason, without recourse by the Purchaser or Owner of the discontinued fabric color.
- Should the Purchaser or Owner sell the structures to another party, the warranty cannot be transferred to the new owner without a complete and thorough on-site inspection performed by a Company representative. Please contact the Company at warranty@usa-shade.com for more details.
- All warranty claims covering Company supplied structures, products, and services must be submitted by Purchaser or Owner in writing to the Company within thirty days from the date of discovery of the alleged defect and must include a detailed description and applicable photographs of the alleged defect or problem. Warranty claims should be submitted by email to warranty@usa-shade.com.
- Purchaser or Owner agrees that venue for any court action to enforce these limited warranties shall be in the City or County of Dallas in the State of Texas, USA.
- These limited warranties are void if:
 - o the supplied structures, products, services and/or labor are not paid for in full;
 - o the structures are not assembled in strict compliance with USA SHADE specifications;
 - o any changes, modifications, additions, or attachments are made to the structures in any way, without prior written approval from the Company. Specifically, no signs, objects, fans, light fixtures, etc. may be hung from the structures, unless specifically engineered by the Company.
- These limited warranties do not cover defects and/or damages caused by:
 - o normal wear and tear;
 - o misuse, willful or intentional damage, vandalism, contact with chemicals, cuts and Acts of God (i.e. tornado, hurricane, micro/macros burst, earthquake, wildfires, etc.);
 - o ice, snow or wind loads in excess of the designed load parameters engineered for the supplied structures;
 - o use, maintenance, neglect, repair, and/or service inconsistent with the Company's written care and maintenance instructions, provided with the order.
- The limited warranties explicitly exclude:
 - o workmanship related to assembly not provided by the Company or its agents;
 - o fabric curtains, valances, and flat vertical panels;
 - o fabric tops installed on structures that were not engineered and originally supplied by the Company.
- THE COMPANY SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, LIQUIDATED, EXEMPLARY, OR PUNITIVE DAMAGES, OR ANY LOSS OF REVENUE, PROFIT, USE OR GOODWILL, WHETHER BASED UPON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, ARISING OUT OF A BREACH OF THIS WARRANTY OR IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE, USE, OPERATION OR REPAIR OF ANY PRODUCT OR SERVICE. IN NO EVENT WILL THE COMPANY BE LIABLE FOR ANY AMOUNT GREATER THAN THE PURCHASE PRICE FOR ANY PRODUCT OR SERVICE PROVIDED BY THE COMPANY.
- THE FOREGOING LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY FOR THE COMPANY'S PRODUCTS AND SERVICES, AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT. SELLER SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING OUT OF COURSE OF DEALING OR PERFORMANCE OR TRADE USAGE. PURCHASER, BY ACCEPTANCE AND USE OF THIS LIMITED WARRANTY, WAIVES ANY RIGHTS IT WOULD OTHERWISE HAVE TO CLAIM OR ASSERT THAT THIS LIMITED WARRANTY FAILS OF ITS ESSENTIAL PURPOSE.

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Commercial 95[™] and SaFRshade[™] are registered trademarks of Gale Pacific USA Inc.

Monotec 370[™] is a registered trademark of PRO-KNIT Industries Pty. Ltd.

Preconstraint 502[™] is a registered trademark of Serge Ferrari North America, Inc.

www.usa-shade.com 800-966-5005

AZ: 289388 CA: 989458 LA: 61718 NV: 78724 NV:78724 NM: 383826 TN: 68712 DIR: 100003533



16) **Assembly/Installation:**

- Company will notify Purchaser of the scheduled assembly date. Owner agrees to have an owner representative meet the assembly crew at the job site on the scheduled assembly date to verify the exact location where the structure(s) is to be placed.
- Labor for the removal, assembly, and/or freight charges will only be covered by Company in instances where the structures supplied and installed by Company are determined by the Company to be defective. In all cases where structures are not installed by Company, all labor for the removal, assembly, and/or freight of the structures will be the Purchaser's responsibility.
- Installation prices are based on a single mobilization charge. If additional mobilizations are required, there will be additional charges.
- If the requested services require Company access to Owner's premises, Company will be provided access to the Owner's premises free and clear of debris, automobiles, or other interference Monday ~ Friday during the hours of 8:00am to 6:00pm, and Company will have access to water and electrical facilities during installation. Additional charges will apply if utilities are not easily accessible. Where applicable, all vehicles will be moved prior to Company's crew beginning any installation.
- Company will not be responsible for moving or repairing any underground utility lines such as electrical, telephone, gas, water, or sprinkler lines that may be encountered during installation.
- Any additional costs incurred as a result of hard rock conditions requiring extra equipment, utility removal or repair resulting in delay will result in additional charges unless they are detailed on as-built site drawings provided to Company or marked on the ground and communicated to Company in writing prior to fabrication and installation.

17) **Installation/Assembly on-site:** Where installation/assembly is part of the services, Purchaser must provide the Company with a detailed drawing prepared by or for the Owner showing exactly where the structures are to be assembled as well as detailing any obstacles or other impediments that may cause the assembly process to be more difficult. Any fixture(s), e.g., playground, pools, etc., that the structures are to be assembled over must also be detailed, along with their peak heights (if applicable).

18) **Site/Use Review by Purchaser:** Company relies on the Purchaser to determine that the structures ordered are appropriate and safe for the Owner's installation site and/or intended use. Company is not responsible for damages or injuries resulting from collisions by moving objects or persons with the structure post(s). Company can recommend, or supply at additional cost, padding for posts from a third party manufacturer.

19) **Preparatory Work:** Where installation/assembly is part of the services and in the event that the foundation or job site is not suitable or ready for assembly to begin on the scheduled day, a Delay of Order notification must be sent to Company at least 4 working days prior, in order to allow Company to reschedule the project. In the event that Company is not notified and incurs an expense in attempting to execute the assembly, a re-mobilization charge may be charged to Purchaser before Company will reschedule the assembly.

20) **Delegation: Subcontractors:** The services and the manufacturing and assembly of the structures may be performed by subcontractors under appropriate agreements with the Company.

21) **Force Majeure: Impracticability:** The Company shall not be charged with any loss or damage for failure or delay in delivering or assembling of the structures when such failure or delay is due to any cause beyond the control of the Company, due to compliance with governmental regulations or orders, or due to any Acts of God, strikes, lockouts, slowdowns, wars, or shortages in transportation, materials or labor.

22) **Dispute Resolution:** Any controversy or claim arising out of or related to this agreement must be settled by binding arbitration administered in Dallas, TX by a single arbitrator selected by the parties or by the American Arbitration Association, and conducted in accordance with the construction industry arbitration rules. Judgment upon the award may be entered in any court having jurisdiction thereof.

23) **Entire Agreement; No Reliance:** This agreement represents and contains the entire agreement between the parties. Prior discussion or verbal representations by the parties that are not contained in this agreement are not part of this agreement. Purchaser hereby acknowledges that it has not received or relied upon any statements or representations by Company or its agents which are not expressly stipulated herein, including without limitation any statements as to the structures, warranties, or services provided hereunder.

24) **No Third-Party Beneficiaries:** This agreement creates no third-party rights or obligations between Company and any other person, including any Owner who is not also a Purchaser. It is understood and agreed that the parties do not intend that any third party should be a beneficiary of this agreement.

25) **Governing Law:** The agreement will be construed and enforced in accordance with the laws of the State of Texas.

26) **Assignment:** Purchaser may not assign this agreement, by operation of law or otherwise, without the prior written consent of Company. The agreement shall be binding upon and insure to the benefit of the Company and the Purchaser, and their successors and permitted assigns.

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AZ: 289388 CA: 989458 LA: 61718 NV: 78724 NV:78724 NM: 383826 TN: 68712 DIR: 1000003533



Executed to be effective as of the date executed by the Company:

NOTE: FOR ANY PURCHASE EQUAL TO OR EXCEEDING \$100,000.00 USD, NO WORK, OTHER THAN PRE-WORK, SHALL BE UNDERTAKEN WITHOUT A MUTUALLY ACCEPTABLE AND SIGNED CONSTRUCTION CONTRACT.

PURCHASER:

City of Twentynine Palms

SELLER:

Shade Structures, Inc. DBA USA Shade

Signature:

By: (Print)

Title:

Date:

Signature:

By: (Print)

Title:

Date:

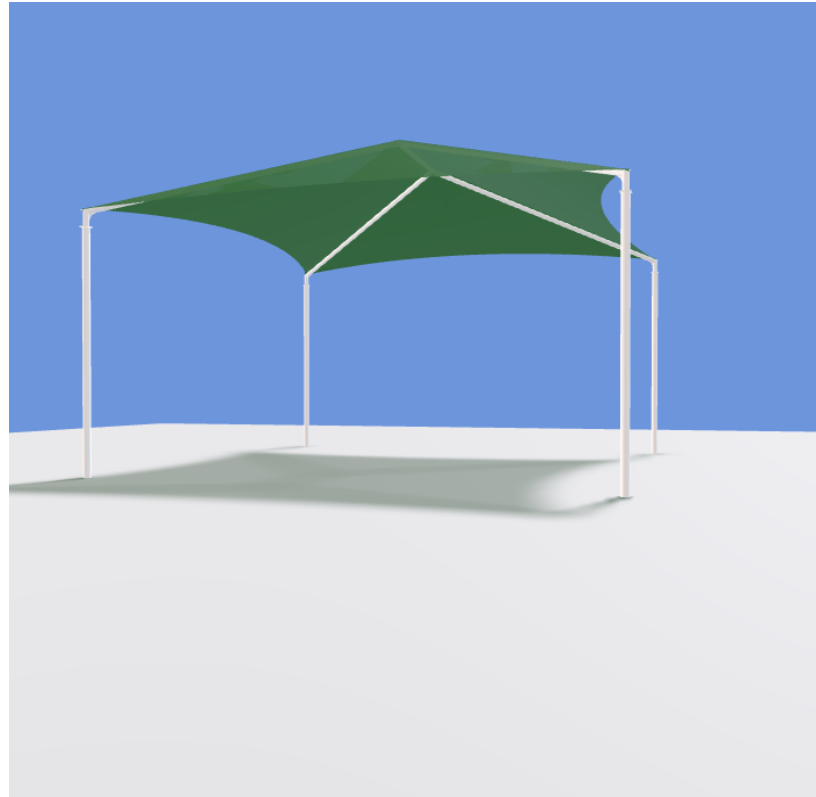
**NOTE: All purchase orders and contracts should be drafted in the name of
Shade Structures, Inc.**

www.usa-shade.com

800-966-5005

AZ: 289388 CA: 989458 LA: 61718 NV: 78724 NV:78724 NM: 383826 TN: 68712 DIR: 1000003533

CUSTOMER NAME: City of Twenty Nine Palms
PROJECT NAME: Luckie Park Shade Structures
LOCATION: Twentynine Palms CA
CONFIGURATION #: Q-016470



Ashley Donde
USA Shade & Fabric Structures
1085 N. Main Street, Suite C
Orange, CA 92867
ashley.donde@usa-shade.com
(760) 250-7824

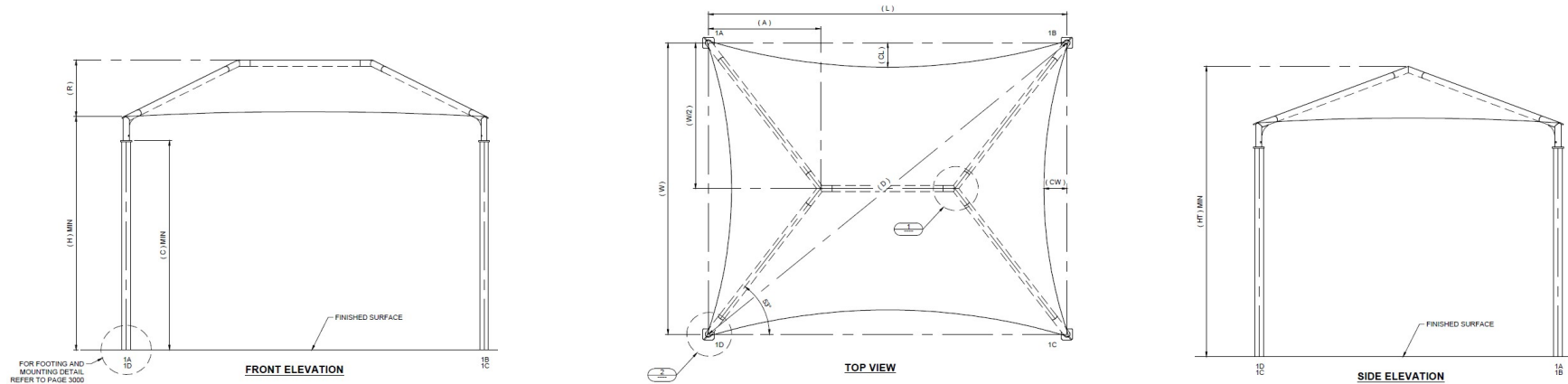


CORPORATE HEADQUARTERS
2580 Esters Blvd, Ste 100
DFW Airport, TX 75261
800-966-5005

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CUSTOMER NAME: City of Twenty Nine Palms
 PROJECT NAME: Luckie Park Shade Structures
 LOCATION: Twentynine Palms CA
 CONFIGURATION #: Q-016470



GENERAL NOTES

DESIGN LOADS

BUILDING CODE CALIFORNIA BUILDING CODE 2019
 (BASED ON IBC 2018)
 LIVE LOADS 5 PSF
 SNOW LOAD 5 PSF
 WIND LOADS 115 MPH* and 180 MPH with Fabric Off
 3-Sec. Gust, RISK CATEGORY II &
 EXPOSURE C

*115 MPH ACCORDING TO THE ULTIMATE WIND SPEED MAPS OF ASCE 7-16 IS EQUIVALENT TO THE NOMINAL WIND SPEED OF 90 MPH ACCORDING ASCE 7-05 AND IBC 2019 EQ 16-33.

ESTIMATED STEEL WEIGHT

Total Structure Weight	1,820 lbs
Single Column Weight	77.5 lbs
Total Upper Frame Weight	161.4 lbs
Steel Sizes	350-250-02-01

DIMENSIONS

STRUCTURE TYPE	L	W	A	H	C	R	HT	CW	CL	D
4 Post HIP 401	20' 0"	20' 0"	7' 6"	11' 0"	10' 2"	3' 9"	14' 9"	1' 3"	1' 3"	28' 3"



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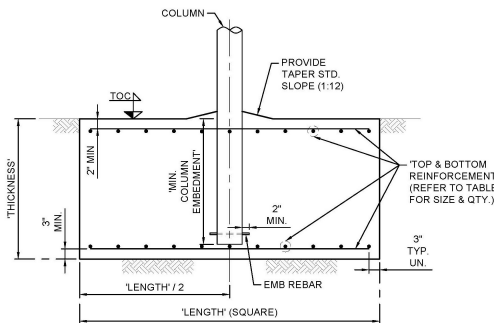
CUSTOMER NAME: City of Twenty Nine Palms
 PROJECT NAME: Luckie Park Shade Structures
 LOCATION: Twentynine Palms CA
 CONFIGURATION #: Q-016470

REINFORCED CONCRETE NOTES

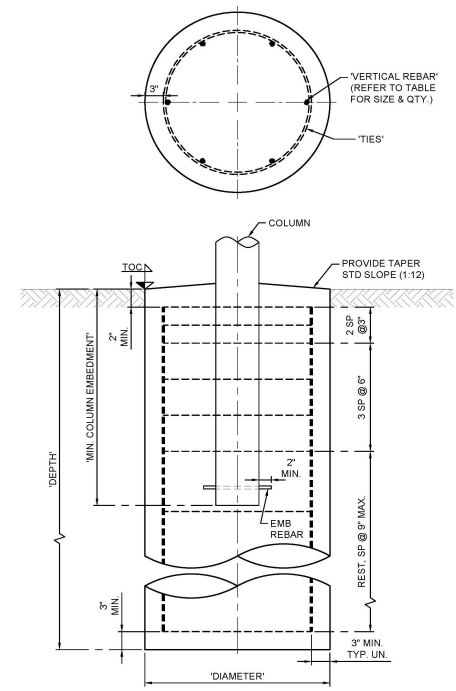
- CONCRETE WORK SHALL BE EXECUTED IN ACCORDANCE WITH THE LATEST EDITION OF THE AMERICAN CONCRETE INSTITUTE SPECIFICATION FOR STRUCTURAL CONCRETE ACI 301 AND BUILDING CODE ACI 318. CONCRETE SPECIFICATIONS SHALL BE AS FOLLOWS:
 - 28 DAY STRENGTH: 2500 PSI
 - SLUMP: 3-5
 - PORTLAND CEMENT SHALL CONFORM TO C-150
 - AGGREGATE SHALL CONFORM TO ASTM C-33
- ALL REINFORCEMENT STEEL SHALL CONFORM TO ASTM A-615 GRADE 60; AND SHALL BE DETAILED, FABRICATED AND PLACED IN ACCORDANCE WITH THE LATEST ACI SPECIFICATION FOR STRUCTURAL CONCRETE ACI 301, ACI DETAILING MANUAL AND CRSI MANUAL OF STANDARD PRACTICE.
- ALL ANCHOR BOLTS SET IN NEW CONCRETE (WHEN APPLICABLE) SHALL COMPLY WITH ASTM F-1554 GRADE 55 (GALVANIZED).
- ALL NON-SHRINK GROUT SHALL HAVE A MINIMUM 28 DAYS COMPRESSIVE STRENGTH OF 5000 PSI, AND SHALL COMPLY THE REQUIREMENTS OF ASTM C109, ASTM C939, ASTM C1090, ASTM C1107, WHEN APPLICABLE.
- SOIL PARAMETERS FOR FOOTING ANALYSIS; TABLE 1806.2, CLASS : 5 - 1500(PSI)
- FOR SPREAD FOOTING, EDGE OF COLUMN OR ANCHOR BOLTS MUST BE SET AT LEAST 12" FROM THE EDGE OF SPREAD FOOTING EDGE.
- FOR DRILLED PIER, THE EDGE OF COLUMN MUST BE SET AT LEAST 3/4" FROM REBAR WITHIN DRILLED PIER.
- SPREAD FOOTING ALLOWED TO BE ROTATED AS REQUIRED.

TABLE FOR NON-CONSTRAINED DRILLED PIER FOOTING								
DIAMETER	DEPTH	VERTICAL REBAR		TIES		MIN. COLUMN EMBEDMENT (EMBED)	MIN. ANCHOR EMBEDMENT (RECESS. & SURFACE)	
(FT)	(FT)	QTY.	SIZE	QTY.	Ø LOOP (FT)	SIZE	(IN)	
2.00	6.00	6	#6	11	1.5	#3	19	

TABLE FOR NON-CONSTRAINED SPREAD FOOTING							
LENGTH	THICKNESS	TOP AND BOTTOM REINFORCEMENT			MIN. COLUMN EMBEDMENT (EMBED)	MIN. ANCHOR EMBEDMENT (RECESS. & SURFACE)	
(FT)	(FT)	QTY.	SIZE	SPACING (IN)	(IN)	(IN)	
4.50	3.00	6	#5	@ 9.5	O.C.E.W.	19	



SPREAD FOOTING TYPE
 EMBEDDED SCHEMATIC VIEW ONLY
 REFER TO TABLE FOR VARIABLE DIMENSIONS



DRILLED PIER FOOTING TYPE
 EMBEDDED SCHEMATIC VIEW ONLY
 REFER TO TABLE FOR VARIABLE DIMENSIONS & QTY.



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STAFF REPORT

TO: City Council
FROM: City Manager
FOR MEETING: Feb 08 2022

SUBJECT: Pioneer Park.

RECOMMENDATION:

The City Council purchase the land needed to develop Pioneer Park in the amount of \$211,800 plus customary closing costs and authorize the City Manager to execute all necessary documents.

ORDER OF PROCEDURE:

Request Staff Report (City Manager Presenting)
Council Questions of Staff
Receive Public Comment
Council Discussion
Motion/Second
Discussion of Motion
Call the Question

ATTACHMENTS:

- [Ownership Map](#)
- [Willing Seller Letter - APN 0616-281-03](#)
- [Willing Seller Letter - APN 0616-281-10](#)
- [Park Concept Level Site Plan](#)

BACKGROUND:

As part of the Prop 68 grant application to the State of California for development of Pioneer Park, the City negotiated with two adjacent property owners to acquire their property to enlarge the park acreage. The two vacant properties include a 2.98 acre parcel (0616-281-10) along Adobe Road and a .9 acre parcel (0616-281-03) along Sullivan Road. Each parcel is adjacent to the City owned 17.7 acres. Each parcel was properly appraised per the State requirements. The City was not successful in it's pursuit of the Prop 68 grant but remains committed to developing this public park and is searching for other funding sources. The park has been listed in the City's General Plan and Parks and Recreation Master Plan for over 20 years. A copy of the park concept plan is attached.

ENVIRONMENTAL:

A CEQA Initial Study (IS) was performed and a Mitigated Negative Declaration was adopted for the park on January 19, 2021.

ALTERNATIVES:

The City Council could choose not to purchase the land.

FISCAL IMPACT:

As discussed in the mid-year financial review, the City, through its surplus created by ARPA (American Rescue Plan Act), will use these funds for the acquisition.

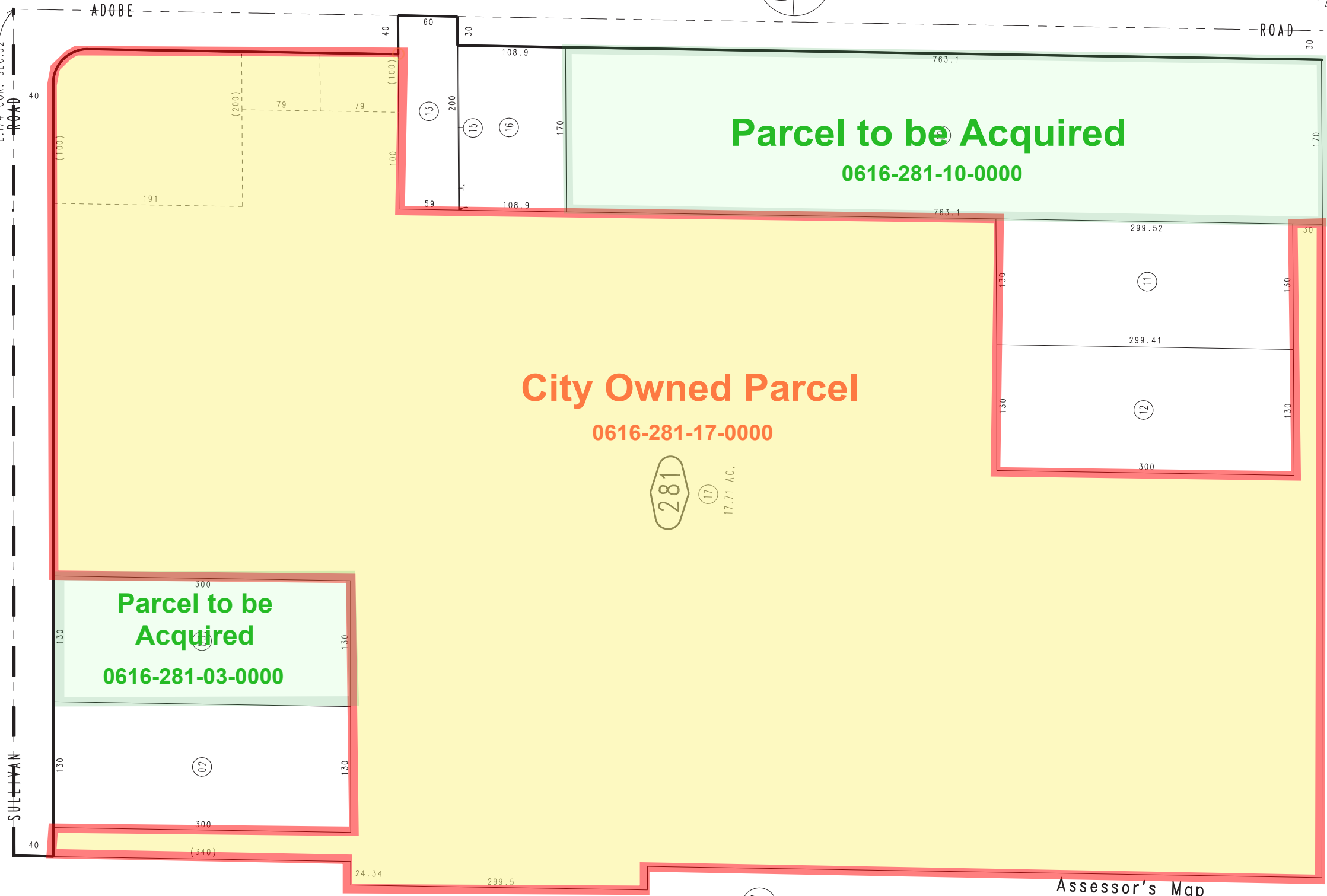
THIS MAP IS FOR THE PURPOSE OF AD VALOREM TAXATION ONLY.

Ptn. N.E.1/4, S.E.1/4, Sec.32, T.1N.,R.9E., S.B.B.&M.

City of Twentynine Palms 0616 - 28
Tax Rate Area
19001



E. 1/4 COR. SEC. 32



Parcel to be Acquired
0616-281-10-0000

City Owned Parcel
0616-281-17-0000

Parcel to be Acquired
0616-281-03-0000

0617
14

0617
16

281
17
17.71 AC.

22

27

March 2005

Assessor's Map
Book 0616 Page 28
San Bernardino County

REVISED
03/21/13 LH
11/21/13 RU

Willing-Seller Letter

Date: _____, 2020

To: Statewide Park Development and Community Revitalization Program
c/o California Department of Parks and Recreation

From: Christopher and Heidi Van Horn
69 60th Place
Long Beach, CA 90803

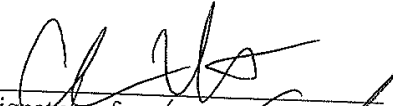
Re: APN: 0616-281-03
Property Address: South side of Sullivan Road, 550± feet West of Adobe
Road, Twentynine Palms, CA, San Bernardino County

To Whom It May Concern:

This letter is provided to confirm that Christopher and Heidi Van Horn, owners of the above-referenced property, are willing participants in the proposed real property transaction. Should grant funds be awarded to the grant applicant, the City of Twentynine Palms, then Christopher and Heidi Van Horn, as Sellers, are willing to enter into negotiations for the sale of the real property for a purchase price not to exceed fair market value.

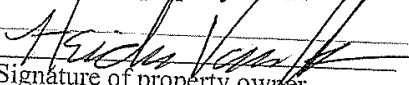
Christopher and Heidi Van Horn also confirm that they, as Sellers, will work with the City of Twentynine Palms to ensure that displaced tenants are paid relocation costs in compliance with Government Code sections 7260-7277.

Acknowledged:



Signature of property owner

8/15/2020
Date signed



Signature of property owner

8-15-2020
Date signed

Willing-Seller Letter

Date: 3/4, 2020
To: Statewide Park Development and Community Revitalization Program
c/o California Department of Parks and Recreation
From: Regina Marie Ottem
P. O. Box 227
Palermo, California 95968
Re: APN: 0616-281-10
Property Address: West side of Adobe Road, 517± feet South of Sullivan
Road, Twentynine Palms, CA, San Bernardino County

To Whom It May Concern:

This letter is provided to confirm that Regina Marie Ottem, owner of the above-referenced property, is a willing participant in the proposed real property transaction. Should grant funds be awarded to the grant applicant, the City of Twentynine Palms, then Regina Marie Ottem, as Seller, is willing to enter into negotiations for the sale of the real property for a purchase price not to exceed fair market value.

Regina Marie Ottem also confirms that she, as Seller, will work with the City of Twentynine Palms to ensure that displaced tenants are paid relocation costs in compliance with Government Code sections 7260-7277.

Acknowledged:



Signature of property owner

3/4/2020

Date signed

PS I have two sisters that
are also co-owners

* MELISSA M OTTEM
15937 PIPER WAY
ADELANTO, CA 92301

Melissa M Ottem
10/02/2020

* VICTORIA G MODIC
3036 PALM ST
SAN DIEGO, CA 92104

Victoria G. Modic
10/6/2020

29 Palms Park Concept Plan



- ① **WALKING TRAILS**
 - ② **RUNNING LOOP**
- Paved trails with path lighting
 - Shaded benches and seating areas



- ③ **CHILDREN'S PLAYGROUND**
- 5-12 yr. play, separately secured
 - 2-5 yr. play, separately secured
 - Lighting & shade structures

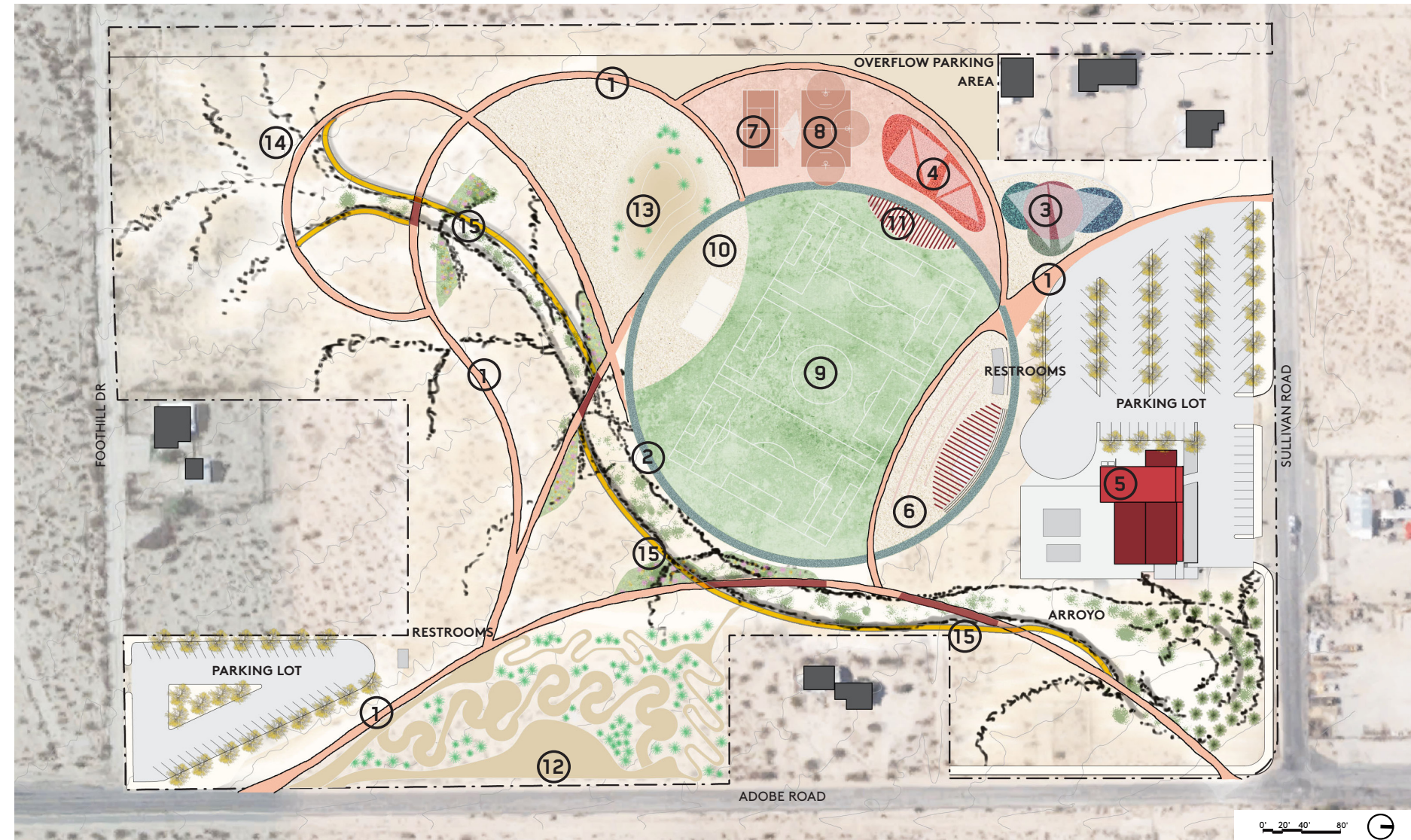
- ④ **INTER-GENERATIONAL PLAYGROUND**
- Group swings, exercise equipment, lighting & shade structures



- ⑤ **RENOVATION OF COMMUNITY THEATRE**
- Increased seating capacity
 - Expanded stage house, dressing rooms, and production facilities



- ⑥ **AMPHITHEATRE AND STAGE**
- Stage with power and lighting for concerts, theatre and fitness courses



- ⑦ **TENNIS COURT**
- 1 regulation tennis court with lighting

- ⑧ **BASKETBALL COURT**
- 1 regulation basketball court with lighting



- ⑨ **MULTI-USE FIELD**
- Regulation Soccer Field
 - (3) 7 v. 7 Soccer Fields
 - Viewing area for stage pavilion events
 - Lighting



- ⑩ **SAND VOLLEYBALL COURT**
- Sand court and seating area with lighting



- ⑪ **PICNIC AND BBQ PAVILION WITH LIGHTING**
- Shade structure with picnic tables and lighting



- ⑫ **BIKE PATH AND FLOW COURSE**
- Range of technical bike courses to all ability level trails



- ⑬ **KITE-FLYING HILL**
- Winding path to top of hill with art and sculpture installations



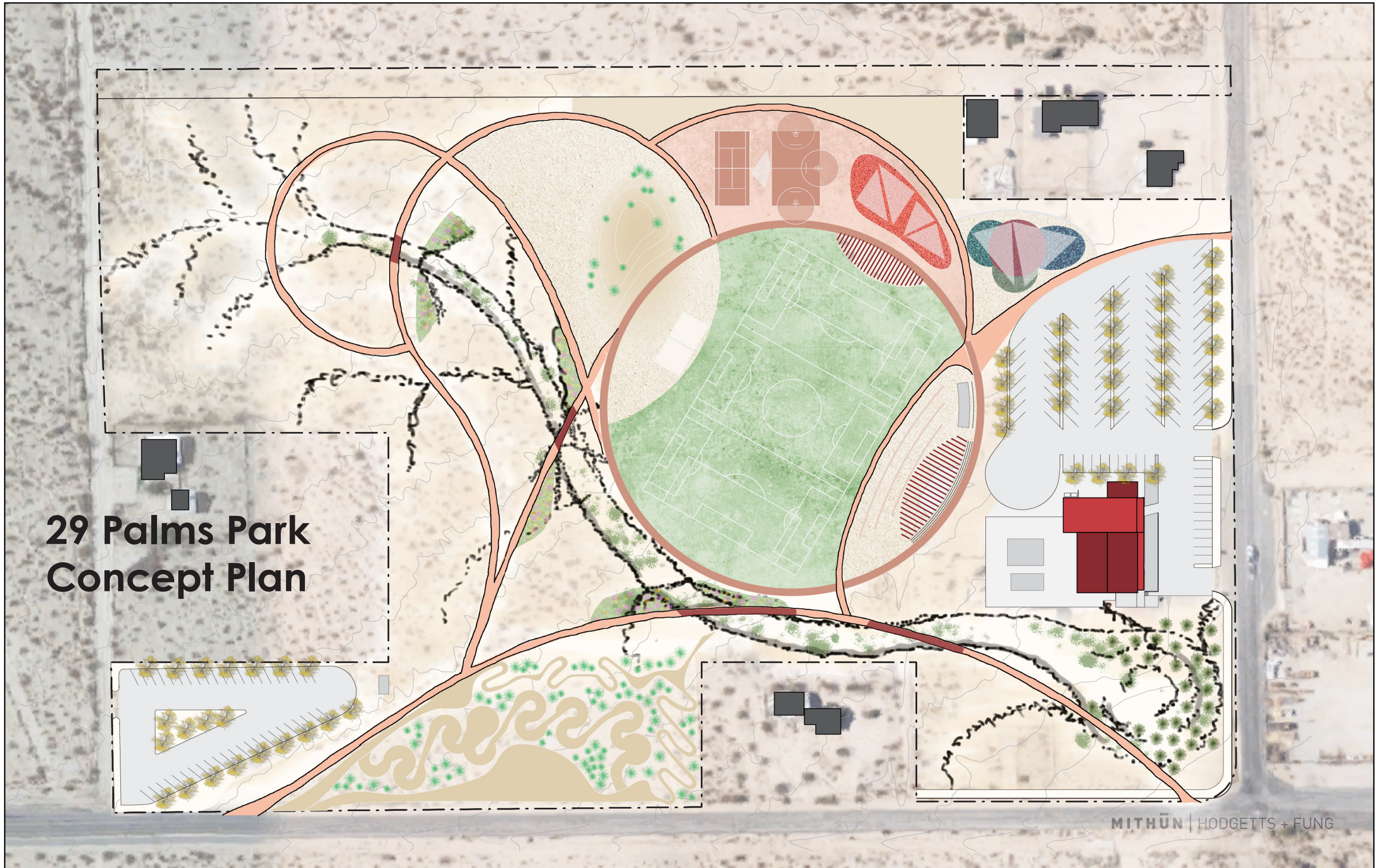
- ⑭ **PUBLIC ART**
- Site-specific artworks along an accessible walking path with seating and shade



- ⑮ **ARROYO NATURE TRAIL & DEMONSTRATION GARDENS**
- Educational trail with didactic material describing stormwater management & habitat, with path lighting

MITHŪN | HODGETTS + FUNG

29 Palms Park Concept Plan

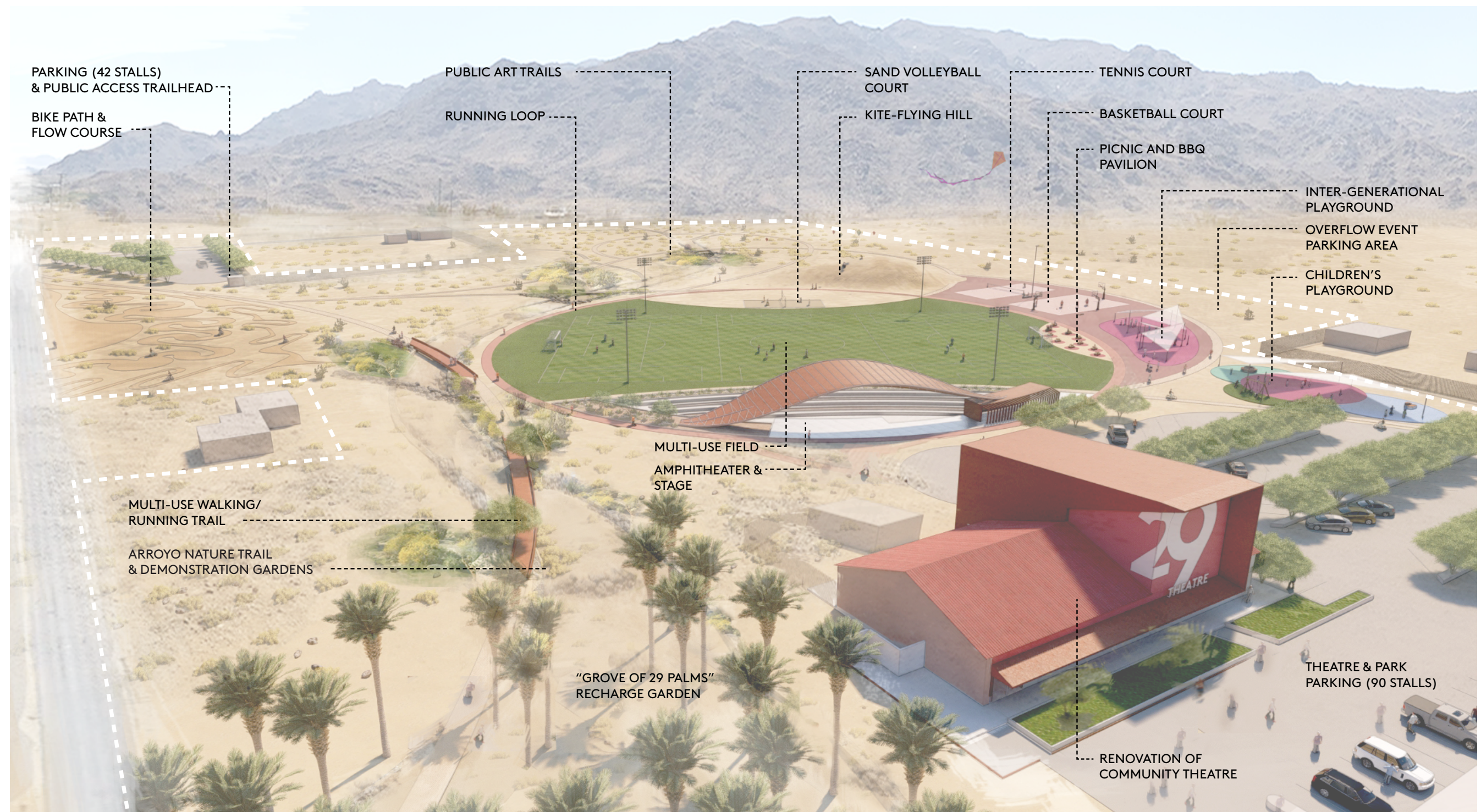


MITHŪN | HODGETTS + FUNG

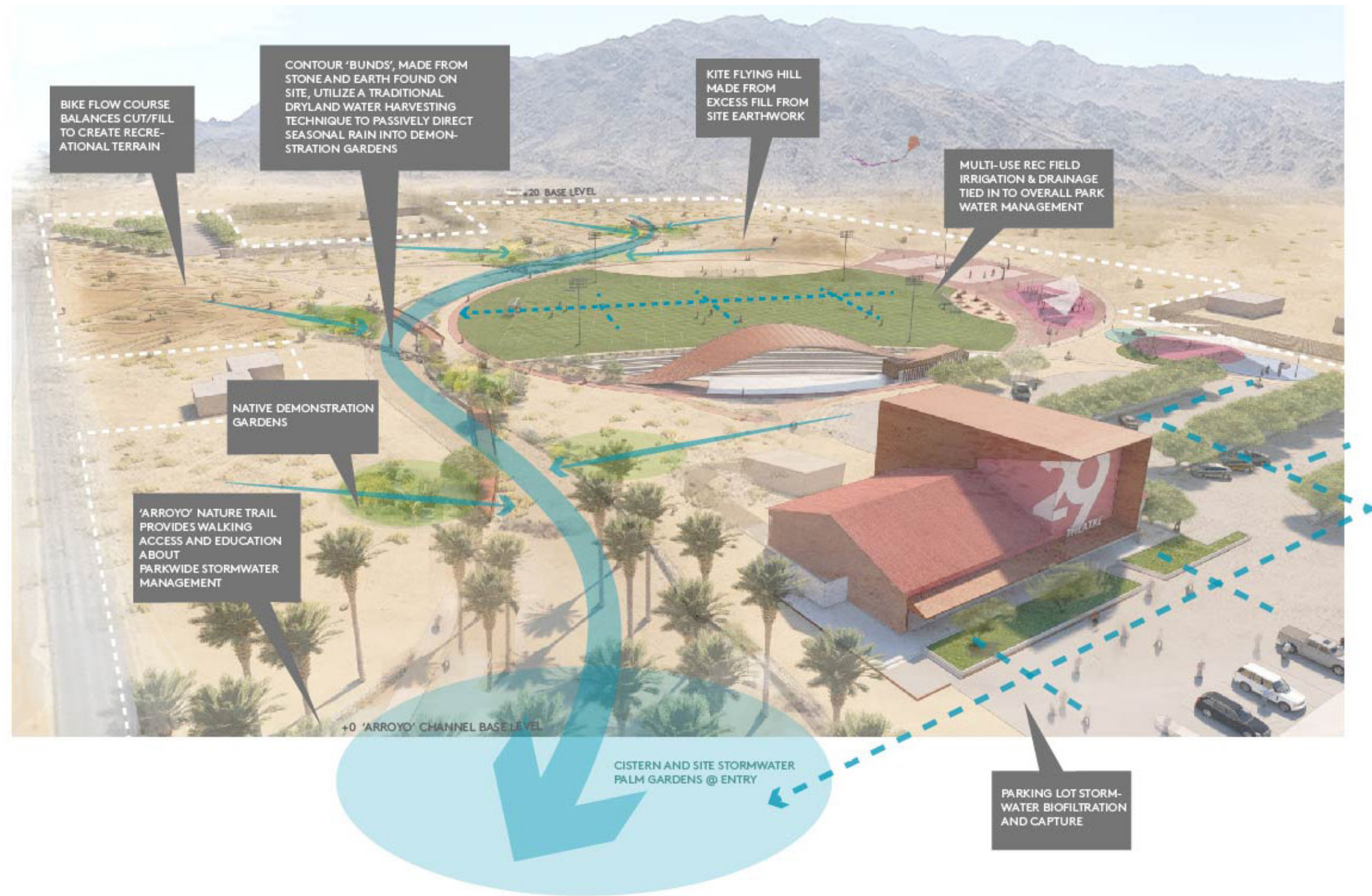
AERIAL VIEW OF 29 PALMS PARK



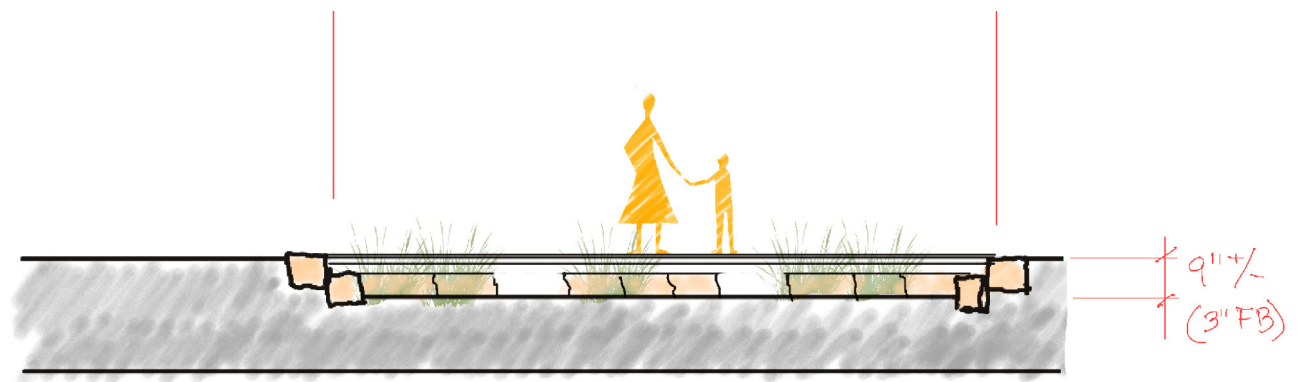
PARK FEATURES



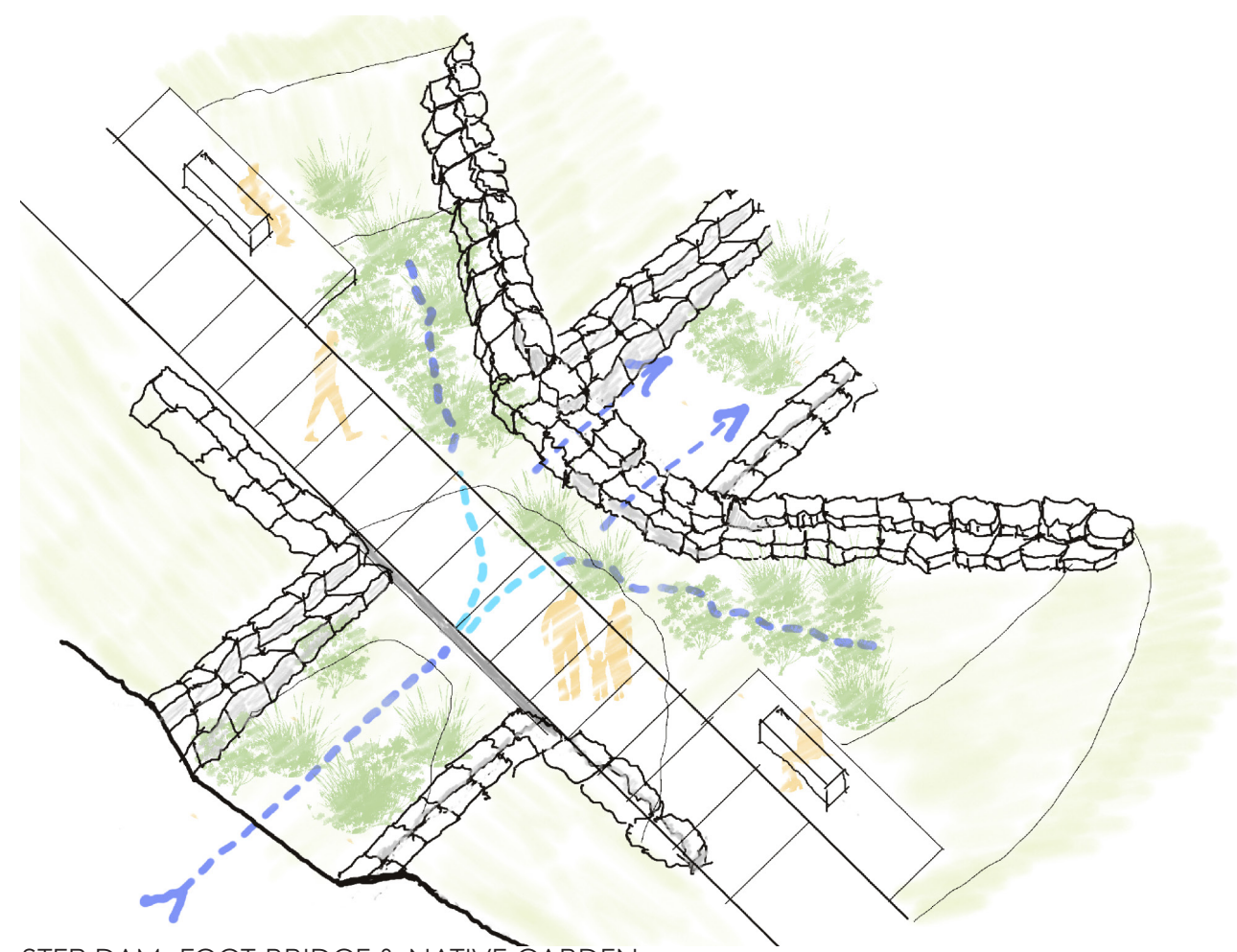
GRADING AND STORMWATER MANAGEMENT



STEP DAMS AND NATIVE GARDENS



SECTION THROUGH ARROYO



STEP DAM, FOOT BRIDGE & NATIVE GARDEN



CROSS-SECTION OF ARROYO NATURE TRAIL



PROFILE VIEW OF AMPHITHEATER





STAFF REPORT

TO: City Council
FROM: City Manager
FOR MEETING: Feb 08 2022

SUBJECT: Financial Report - Mid-Year of the 2021/22 Fiscal Year.

RECOMMENDATION:

Staff is recommending the following actions:

1. The City Council review and accept the financial report for the second quarter of the 2021/22 Fiscal Year.
2. Approve the inter-fund transfer of the Revenue Replacement in the amount \$2,260,258 from ARPA Fund (Special Fund) to the General Fund for government services in FY 2021/22.
3. Approve the inter-fund transfer of \$338,250 from the General Fund to the Sewer Fund for the property acquisition needed for the expansion of Project Phoenix package treatment plant in FY 2021/22.
4. Approve the inter-fund transfers from the General Fund to the Capital Projects Fund for the following projects in FY 2021/22: \$42,800 for the Social Equity Element of the General Plan; \$100,000 for the Re Roof of City Buildings; \$2,081,086 for the Luckie Park Pool upgrade; \$169,000 for the property acquisitions needed for Pioneer Park; \$94,000 for shades at Luckie Park; and \$45K for shades at City Hall.
5. Approve the inter-fund transfer of \$26,000 from the General Fund to the Capital Projects Fund for a mower in FY 2022/23.

ORDER OF PROCEDURE:

Request Staff Report (City Manager Presenting)
Council Questions of Staff
Receive Public Comment
Council Discussion
Motion/Second
Discussion of Motion
Call the Question

ATTACHMENTS:

- [Mid-Year Powerpoint FY 21-22](#)

BACKGROUND:

The mid-year financial report for the second quarter of 2021/22 is attached for City Council's review and acceptance. The mid-year financial report reflects the current cash balances, year-to-date revenues and expenditures, capital expenditures, reserves, a "snapshot" at Fiscal Year 2022/23 budget, and an update on the current strategic planning. It shows that the City has sufficient liquid funds to meet its cash requirements with an above average cash reserve.

The intent of this report is to provide the City Council, Staff, and citizens with an overview of the financial condition of the City.

Cash Balances:

The cash balances have decreased since fiscal year-end June 30th by \$2.69M, which is mainly due to timing differences between grant expenditures and grant reimbursements, including the \$6M state grant for Project Phoenix and the \$2M grant for the Joshua Tree Visitor Center, and major categories of revenues which are received later in the second half of the fiscal year. Our resources are diversified with \$5.26M in Local Agency Investment Fund (LAIF) earning 0.23%; \$6.15M in Pacific Premier Bank earning .70% of investment credits; and \$1.47M in Certificate of Deposit earning an average of 2.35%. The City has \$15.23M of liquid cash from the general fund, special funds, and Project Phoenix Bond proceeds.

Revenues:

Through the second quarter of this fiscal year (50% of the fiscal year or six months), the general fund collected \$3.67M or 35% of the annual estimated revenue, excluding transfers in. This amount of revenue is anticipated with property tax receipts and property tax in lieu of VLF (Vehicle License Fees) happening in January-June. Property tax receipts through the first six months of the fiscal year account for 38% of the general fund revenue. The other major categories (Sales Tax, Transient Occupancy Tax (TOT), and Franchise Fees) are received later in the second half of the year and/or later in the fiscal year, both of which are anticipated. Through the first six months, TOT was up 17%. The January receipts, which are for the last quarter of 2021, are due by January 31st, and the entire 1st quarter of 2022 are due by April 30th.

Operating Expenditures:

Through the second quarter of this fiscal year (50% of the fiscal year or six months) the general fund expenditures and encumbrances, excluding transfers out, are \$5.32M or 51% spent on operations. Prepaid OPEB/Insurance/PARS are completed in the beginning of the year. The other major categories are within budget for the second quarter. Salaries, benefits, contract services (police; building, safety & engineering; and City Attorney), utilities, and building/ground maintenance account for 81% of the total general fund expenditures.

Transfers In/Out:

In July 2021, the City received its first allocation of ARPA funds in the amount of \$3.11M. The first allocation will be spent in government services as outlined in the Final rule issued by the U.S. Department of the Treasury. \$856K of the first allocation has already been transferred from the ARPA Fund to the General Fund, which the City Council approved on October 12, 2021. Staff is recommending an additional transfer of \$2.26M from the ARPA fund to the General Fund for government services.

The use of ARPA funds for government services will create a surplus in the general fund, which will be used to fund other projects including the acquisition of the property needed for the extension of the package treatment plant, re-roof of City buildings, Social Equity Element of the General Plan, improvements at Veterans' Park, among others. In June 2021, the City Council approved a \$1.41M transfer of FY 20/21 surplus from the General Fund to the Capital Projects Fund for the Luckie Park Pool upgrade. Staff is recommending four additional transfers of ARPA surplus from the General Fund to the Capital Projects Fund for the following projects: Social Equity Element of the General Plan - \$43K; re-roof of City Buildings - \$100K; \$2.08M for the Luckie Park Pool upgrade; Pioneer Park - \$169K; Shades at Luckie Park - \$94K; and Shades at City Hall - \$45K. Staff is also recommending a transfer of \$338K from the General Fund to the Sewer Fund for property acquisition needed for the extension of Project Phoenix package treatment plant.

Capital Project Expenditures:

The capital projects show available appropriations in several special funds of \$15.86M. This does not include the Project Phoenix budget. These capital projects include the Trails Flood Control Plan (\$902K), Split Rock Bridge (\$2.92M), Hatch/Sullivan Bike Path (\$250K), Luckie Park Pool Upgrade (\$3.75M), Homekey (\$713K), Re Roof City Building (\$125K), Channel at El Rey (\$117K), Package Sewer Treatment Plant (\$2.43M) and Road Projects (\$4.44M).

The City is on track with its budget for Project Phoenix and is expected to have approximately \$813K remaining for Housing projects.

Reserves:

The unrestricted and unassigned reserve balance for the General Fund at June 30, 2021 is \$6.80M or 74% of actual expenditures. This is an increase of \$1.20M over last year. City Staff reserve policy is 60-65%. As mentioned above, the Council already approved the use of \$1.41M of these reserves for the Luckie Park Pool upgrade.

Fiscal 22/23 “Snap Shot”:

We are in year one of the two-year budget for 2021/22 - 2022/23. Staff does not anticipate any major deviation in revenues or expenditures from the prior year budgets. The City has eliminated the OPEB Contribution within its annual budget due to the trust being overfunded. Revenues and expenditures are expected to increase modestly. For FY 2022/23, Staff is recommending an inter-fund transfer of \$26K from the General Fund to the Capital Projects fund for a mower needed by Public Works. Staff is also recommending an adjustment of \$33K for public outreach for the first six months of FY 2022/23. The City is anticipating the Multi-Purpose Facility to open in Fiscal 2021/22 with an annual gross expenditure of \$150K annually to operate. The City's anticipated surplus for FY 2022/23 is approximately \$3.06M, which is mainly driven by the second allocation of ARPA funds.

Strategic Planning objectives, as per the Council Session in 2021, are the following. A more detailed and comprehensive discussion will be coming as part of the budget process:

- Vacation Rentals
- Off Road Enforcement
- COVID Relief
- More Bike Paths
- Updating Infrastructures and facilities
- Luckie Park Pool
- Staff Training
- Tear Down dilapidated structures
- Healthcare District collaboration
- Veteran Resources
- Housing
- Improvements at Veterans Park

ENVIRONMENTAL:

Not Applicable.

ALTERNATIVES:

The City Council could choose to make policy changes on funding.

FISCAL IMPACT:

A Balanced Budget.



City of Twentynine Palms

Fiscal Year 2021/22
Operating Budget Mid-
Year Budget Update

Quarter 2 Review

- Comprised of:
 - Cash Balances;
 - Revenues;
 - Operating Expenditures;
 - Capital Projects;
 - Reserves;
 - Fiscal 22/23 “Snap Shot”

Quarter 2 Review

- Cash Balances:
 - General Fund and Special Fund checking account - \$6.15M;
 - General Fund and Special Fund investment account - \$6.73M;
 - Project Phoenix Non-Housing bond proceeds-\$1.51M;
 - Project Phoenix Housing bond proceeds-\$834K

General Fund Update

General Fund	Approved Budget	YTD Actual	CY%
Revenues & Transfers In	12,764,274	4,537,025	36%
Expenditures & Transfers Out	11,979,854	5,431,602	45%

Top Six Revenues

Top Six Revenues	Budget	YTD Actual	CY% Received
Property Tax	2,255,887	1,390,064	62%
Property Tax in lieu of VLF	3,357,182	-	0%
Sales Tax	1,344,263	620,367	46%
Transient Occupancy Tax (TOT)	1,400,000	475,189	34%
Franchise Fees	680,000	247,052	36%
Building & Road Permits	325,000	335,983	103%

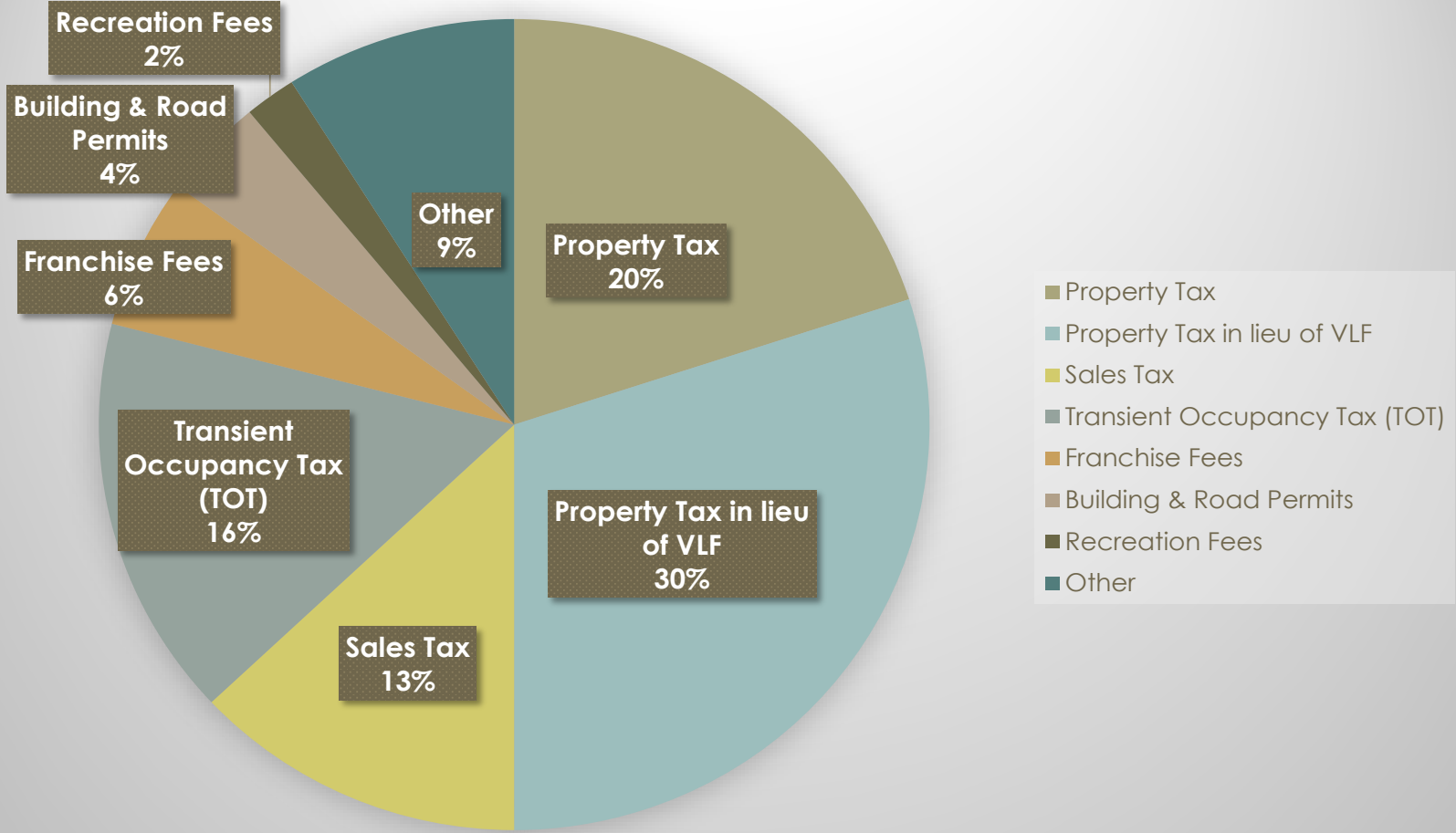
General Fund Update

General Fund	Budget	Y/E Forecast	CY%
Revenues & Transfers In	15,305,541	15,902,980	104%
Expenditures & Transfers Out	14,925,527	15,075,283	101%
	\$380,014	\$827,697	

Top Six Revenues

Top Six Revenues	Budget	Y/E Forecast	CY% Received
Property Tax	2,255,887	2,255,887	100%
Property Tax in lieu of VLF	3,357,182	3,357,182	100%
Sales Tax	1,344,263	1,496,018	111%
Transient Occupancy Tax (TOT)	1,400,000	1,735,770	124%
Franchise Fees	680,000	680,000	100%
Building & Road Permits	325,000	400,000	123%

Where does the revenue come from?



City of Twentynine Palms

TWENTYNINE PALMS

Assessed Valuation of City

Fiscal Years 2011-12 to 2020-21

Fiscal Year	Secured Assessed Value	Unsecured Assessed Value	Unsecured Assessed Value	Total Assessed Value	Total AV% Change from Prior FY
2011-12	\$794,552,911	\$20,298,883	\$86,754	\$814,938,548	NA
2012-13	\$796,079,890	\$20,405,004	\$86,754	\$816,571,648	0.20%
2013-14	\$781,792,218	\$20,057,318	\$86,754	\$801,936,290	-1.79%
2014-15	\$802,424,517	\$20,937,193	\$252,649	\$823,614,359	2.70%
2015-16	\$819,140,029	\$22,126,150	\$252,649	\$841,518,828	2.17%
2016-17	\$829,433,547	\$19,046,841	\$252,679	\$848,733,037	0.86%
2017-18	\$841,474,081	\$18,405,803	\$252,649	\$860,132,533	1.34%
2018-19	\$874,065,397	\$17,581,904	\$252,649	\$891,899,950	3.69%
2019-20	\$908,885,222	\$18,715,010	\$257,656	\$927,857,888	4.03%
2020-21	\$949,184,759	\$18,295,839	\$257,656	\$967,738,254	4.30%

Source: Secured, Unsecured and Utility Values from San Bernardino County for each fiscal year, as compiled by HdL, Coren & Cone.

Departmental Expenditures

General Fund Exp.	Budget	YTD Actual	CY%
City Council	61,207	25,674	42%
Administration	1,676,266	940,740	56%
Non-Departmental	5,254,196	684,344	13%
Community Development	435,229	236,197	54%
Economic Development	60,633	29,562	49%
Building, Safety, and Eng.	291,775	213,072	73%
Code Enforcement	174,823	66,057	38%
Law Enforcement	4,772,948	2,264,272	47%
Animal Control	473,449	228,571	48%
Public Works Admin/Street Swp	175,297	61,016	35%
Community Services/Parks	1,549,704	682,097	44%

Category Expenditures

General Fund Exp.	Budget	YTD Actual	CY%
Salaries	2,206,068	1,190,554	54%
Benefits	683,512	381,295	56%
Supplies	30,500	11,806	39%
Contracts	4,726,791	2,330,158	49%
Utilities	197,272	95,091	48%
Building/Ground Maint.	199,400	63,398	32%
Insurance/OPEB	368,835	330,947	90%
Transfers	4,544,511	114,188	2.51%
Contribution to Non-Profits	50,000	-	0%
Building & Engineering	291,775	213,072	73%
Marketing/Economic Dev.	40,000	15,176	38%
City Attorney	117,500	48,075	41%
Vehicle/Equipment Oper. & Maint.	160,800	36,033	22%
Other	1,308,563	601,809	46%

Capital Projects

Capital Projects	Budget
Trails Flood Control Plan	901,850
Split Rock Bridge	2,920,587
Hatch/Sullivan Bike Path	250,000
Neighborhood Safety Project	1,418,500
Luckie Park Light Poles	50,000
Luckie Park Pool Upgrade	3,746,086
Project Phoenix	12,210,976
Homekey Project	713,255
Re Roof City Buildings	125,000
Safe Route 2 School	1,570,600
Street Overlay	180,000
Median Construction HWY 62	709,788
High Cash Unsignalized Intersections	559,590
Channel at El Rey	116,500
Package Sewer Treatment Plant	2,432,850
Animal Control Building	\$700,000

Summary

- Overall, the City's operating budget is performing well through mid-year;
- Cash and Reserves are strong;
- Revenue is exceeding expectations;
- Capital Projects are on track and/within budgets;
- The City is expecting approximately \$150K annually of additional costs for operating Project Phoenix
- Fiscal 21/22 Budget will be balanced

Staff Recommendations

- Staff is recommending the following actions:
 1. The City Council review and accept the financial report for the second quarter of the 2021/22 Fiscal Year.
 2. Approve the following inter-fund transfers for FY 21/22:
 - a) \$2,260,258 of revenue replacement from ARPA Fund (Special Fund) to the General Fund for government services.
 - b) \$338,250 from the General Fund to the Sewer Fund for the property acquisition needed for the expansion of Project Phoenix package treatment plant.
 - c) Approve the inter-fund transfers from the General Fund to the Capital Projects Fund for the following projects:
 1. \$42,800 for the Social Equity Element of the General Plan;
 2. \$100,000 for the Re Roof of City Buildings;
 3. \$2,081,086 for the Luckie Park Pool upgrade;
 4. \$169,000 for the property acquisitions needed for Pioneer Park; and
 5. \$94,000 for shades at Luckie Park.
 6. \$45,000 for City Hall Shades
 3. Approve the following inter-fund transfer for FY 22/23:
 - a) \$26,000 from the General Fund to the Capital Projects Fund for a mower needed by PW.