AGENDA
JOINT MEETING OF THE CITY COUNCIL, SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY, PUBLIC FINANCE AUTHORITY, PUBLIC UTILITY AUTHORITY, HOUSING AUTHORITY, PERRIS JOINT POWERS AUTHORITY AND PERRIS COMMUNITY ECONOMIC DEVELOPMENT CORPORATION OF THE CITY OF PERRIS
Tuesday, September 8, 2015
6:30 P.M.
(Closed Session: 5:30 P.M.)
City Council Chambers
(corner of San Jacinto and Perris Boulevard)
101 North “D” Street
Perris, California

CLOSED SESSION: 5:30 P.M.

ROLL CALL:
Rabb, Rogers, Burke, Busch

A. Conference with Legal Counsel – Existing Litigation – Government Code Section 54956.9(d)(2); 1 case:

1. CALL TO ORDER: 6:30 P.M.

2. ROLL CALL:
Rabb, Rogers, Burke, Busch

3. INVOCATION:
Pastor Benjamin Briggs
Greater Light Community Church
3060 Barrett Avenue
Perris, CA 92571
4. **PLEDGE OF ALLEGIANCE:**

Councilmember Rabb will lead the Pledge of Allegiance.

5. **PRESENTATIONS/ANNOUNCEMENTS:**

At this time, the City Council may recognize citizens and organizations that have made significant contributions to the community and it may accept awards on behalf of the City.

A. Proclamation honoring TODEC’s 31st Anniversary Celebration.

B. Certificate presented to Kim Carter, Time for Change Foundation.

6. **APPROVAL OF MINUTES:**

A. Approval of the Minutes of the Regular Joint Meeting of the City Council, Successor Agency to the Redevelopment Agency, Public Finance Authority, Public Utility Authority, Housing Authority, Perris Joint Powers Authority and the Perris Community Economic Development Corporation of the City of Perris held August 11, 2015.

7. **CONSENT CALENDAR:**

Consent Calendar items are normally enacted in one motion. The Mayor or City Council may remove a Consent Calendar item for separate action. Public comment is limited to three (3) minutes.

A. Approve one year Extension of Time No. 15-05116 for Tentative Tract Map 31225, located at the northwest corner of “A” Street and Metz Road. (Applicant: Jennifer S. Chung, Pacific Communities).

B. Approve one year Extension of Time No. 15-05117 for Tentative Tract Map 31407, located at the south west corner of Metz Road and Webster Avenue. (Applicant: Pacific Communities).

C. Approve TUMF Reimbursement Agreement with Western Riverside Council of Governments regarding Ramona Expressway Widening between I-215 and Webster Avenue.

D. Approve TODEC Legal Center request for a fee waiver for the use of the City of Perris Campus and Bob Glass Gym for the TODEC Annual Community Festival to be held on September 27, 2015.

E. Adopt Resolution Number (next in order) approving the Annual Health Plan Premium Adjustment for Calendar Year 2016.

The Proposed Resolution Number (next in order) is entitled:
RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, ADOPTING THE ANNUAL HEALTH PLAN PREMIUM ADJUSTMENT FOR CALENDAR YEAR 2015

F. Adopt Resolution Number (next in order) regarding Right-of-Way Certification for State/Federally funded projects.

The Proposed Resolution Number (next in order) is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, APPROVING AND AUTHORIZING CITY MANAGER OR CITY ENGINEER TO EXECUTE ALL RIGHT-OF-WAY CERTIFICATIONS AND OTHER DOCUMENTS FOR ALL STATE AND/OR FEDERALLY FUNDED PROJECTS AND TO SIGN ALL STATE AND/OR FEDERAL FUNDING DOCUMENTS ASSOCIATED WITH GRANT FUNDING ALLOCATIONS BETWEEN THE CITY OF PERRIS AND THE STATE OF CALIFORNIA

G. Approve One Year Contract Extension with IMA Design Group, Inc. for Landscape Architectural Services for the “D” Street Public Area Enhancements Project. (CIP #S-007-073).

H. Approve the NPDES Industrial and Commercial Inspection Services Contract with Lynn Merrill.

I. Approve the extension of closure date for Evans Road to October 31, 2015.

J. Adopt Resolution Number (next in order) approving Grant Program Application for Habitat Conservation Fund Program to fund the Youth Advisory Committee’s Youth Development Program at Lake Perris.

The Proposed Resolution Number (next in order) is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, APPROVING THE APPLICATION FOR GRANT FUNDS FROM THE HABITAT CONSERVATION FUND PROGRAM

K. Approve the Recognized Obligation Payment Schedule (ROPS).
L. Approve entering into new lease with Grove Community Church for 227 North “D” Street for the purpose of distribution of new baby clothes and toys.

M. Adopt Resolution Number (next in order) setting the fees for the use of the Patriot Park Soccer Complex.

The Proposed Resolution Number (next in order) is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AMENDING THE CITY OF PERRIS COMMUNITY SERVICES FACILITIES USAGE POLICY AND RESCINDING RESOLUTION NUMBER 3930

8. PUBLIC HEARINGS:

The public is encouraged to express your views on any matter set for public hearing. It is our procedure to first receive the staff report, then to ask for public testimony, first from those in favor of the project followed by testimony from those in opposition to it, and if there is opposition, to allow those in favor, rebuttal testimony only as to the points brought up in opposition. To testify on the matter, you need to simply come forward to the speaker’s podium at the appropriate time, give your name and address and make your statement. After a hearing is closed, you may not further speak on the matter unless requested to do so or are asked questions by the Mayor or a Member of the City Council. Public comment is limited to three (3) minutes.

A. Consideration to introduce the First Reading of Ordinance Number (next in order) regarding Ordinance Amendment 15-050005; updating Title 16 of the Perris Municipal Code, Residential Rooftop Solar Systems.

The First Reading of Proposed Ordinance Number (next in order) is entitled:


Introduced by: Clara Miramontes, Director of Development Services

PUBLIC COMMENT:

B. Consideration to introduce the First Reading of Ordinance Number (next in order) amending Regulations of the Distribution of Handbills.
The First Reading of Proposed Ordinance Number (next in order) is entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, AMENDING MUNICIPAL CODE CHAPTER 5.24 REGARDING REGULATIONS OF THE DISTRIBUTION OF HANDBILLS

Introduced by: Eric Dunn, City Attorney

PUBLIC COMMENT:

C. Consideration to adopt Resolution Number (next in order) regarding CDBG 2014-2015 First Program Year Consolidated Annual Performance and Evaluation Report (CAPER).

The Proposed Resolution Number (next in order) is entitled:


Introduced by: Darren Madkin, Deputy City Manager

PUBLIC COMMENT:

9. BUSINESS ITEMS: (not requiring a “Public Hearing”):

Public comment will be called for each non-hearing item. Please keep comments brief so that everyone who wishes to speak has the opportunity to do so. After public comment is closed, you may not further speak on the matter unless the Mayor or City Council requests further clarification of your statement. **Public Comment is limited to three (3) minutes.**

A. Presentation of the Green City Farm Program.

Introduced by: Isabel Carlos, Assistant Director of Administrative Services

PUBLIC COMMENT:

10. PUBLIC COMMENT/CITIZEN PARTICIPATION:

This is the time when any member of the public may bring a matter to the attention of the Mayor and the City Council that is within the jurisdiction of the City Council. The Ralph M. Brown act limits the Mayor’s, City Council’s and staff’s ability to respond to comments on non-agendized matters at the time such comments are made. Thus, your comments may be agendized for a future meeting or referred to staff. The City Council may discuss or ask
questions for clarification, if desired, at this time. Public comment is limited to three (3) minutes.

11. COUNCIL COMMUNICATIONS:

(Committee Reports, Agenda Items, Meeting Requests and Review etc.)

This is an opportunity for the Mayor and City Councilmembers to report on their activities and the actions of the Committees upon which they sit, to bring a matter to the attention of the full Council and staff, and to request agenda items. Any matter that was considered during the public hearing portion is not appropriate for discussion in this section of the agenda. **NO ACTION CAN BE TAKEN AT THIS TIME.**

12. CITY MANAGER’S REPORT:

13. ADJOURNMENT:

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Building Official (951) 443-1029. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.
CITY COUNCIL/  
SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY/  
PERRIS PUBLIC FINANCE AUTHORITY/  
PERRIS PUBLIC UTILITIES AUTHORITY/HOUSING  
AUTHORITY/PERRIS JOINT POWERS AUTHORITY/PERRIS  
COMMUNITY ECONOMIC DEVELOPMENT CORPORATION  
AGENDA SUBMITTAL

TO: The Honorable Mayor and Members of the City Council
FROM: Nancy Salazar, City Clerk
DATE: September 8, 2015
SUBJECT: Approval of Minutes

BACKGROUND: None.

FISCAL IMPACT: None.

RECOMMENDATION: Motion to approve the Minutes of the Regular Joint Meeting held on August 11, 2015 of the City Council, Successor Agency to the Redevelopment Agency, Public Finance Authority, Public Utility Authority, Housing Authority, Perris Community Economic Development Corporation and Perris Joint Powers Authority.

Prepared by: Judy L. Haughney, CMC, Records Clerk
Approved by: Nancy Salazar, City Clerk

Attachments:

CITY OF PERRIS

MINUTES:

Date of Meeting: August 11, 2015

06:00 PM

Place of Meeting: City Council Chambers

1. CALL TO ORDER: 6:00 p.m.

Mayor Busch called the Regular City Council meeting to order at 6:00 p.m.

2. ROLL CALL: Burke, Rabb, Rogers, Busch

Staff Members Present: City Manager Belmudez, Assistant City Attorney Rizvi, City Engineer Representative Brophy, Assistant City Manager Carr, Deputy City Manager Madkin, Redevelopment & Economic Development Manager McDermott, Police Captain Judge, Director of Development Services Miramontes, Capital Improvement Project Manager Morales, Information Technology Manager Cervantes, Administrative Services Manager Carlos, Assistant Director of Community Services and Housing Chavez, Assistant Finance Director Erwin, Assistant Director of Public Works Hartwill, Public Information Officer Vargo and City Clerk Salazar.

3. INVOCATION:

The Invocation was given by Pastor Ted Norton.

4. PLEDGE OF ALLEGIANCE:

Mayor Pro Tem Burke led the Pledge of Allegiance.

5. PRESENTATIONS/ANNOUNCEMENTS:

There were no Presentations.

6. APPROVAL OF MINUTES:

A. Approval of the Minutes of the Regular Joint Meeting of the City Council, Successor Agency to the Redevelopment Agency, Public Finance Authority, Public Utility Authority, Housing Authority, Perris Joint Powers Authority and the Perris Community Economic Development Corporation of the City of Perris held July 14, 2015.

The Mayor called for a motion.
M/S/C: Moved by Rita Rogers, seconded by Tonya Burke to Approve the Minutes as presented.
AYES: Tonya Burke, David Starr Rabb, Rita Rogers, Daryl Busch
NOES: 
ABSENT: 
ABSTAIN: 

7. CONSENT CALENDAR:

The Mayor called for Public Comment. There was no Public Comment. Regarding Item 7.L, a comment letter was received from Pacific Summit Consultants. Copies of the letter, as well as a response from staff, were provided to the City Council.

A. Adopted the Second Reading of Ordinance Number 1319 amending regulations of sales of Mobile Food Facilities.

Ordinance Number 1319 is entitled:
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, AMENDING MUNICIPAL CODE SECTION 5.06.660 REGARDING REGULATIONS OF SALES OF MOBILE FOOD FACILITIES

B. Adopted the Second Reading of Ordinance Number 1320 regarding Ordinance Amendment 15-05070, an Ordinance Amendment to Perris Municipal Code Section 5.32, Yard Sales, to amend regulations for yard sales in the City of Perris.

Ordinance Number 1320 is entitled:
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, APPROVING THE FIRST READING OF ORDINANCE AMENDMENT 15-05070 TO AMEND PERRIS MUNICIPAL CODE SECTION 5.32, YARD SALES AND MAKE FINDINGS IN SUPPORT THEREOF

C. Adopted Resolution Number 4902 establishing yard sale permit fees for residential properties.

Resolution Number 4902 is entitled:
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA ESTABLISHING YARD SALE PERMIT FEES FOR RESIDENTIAL PROPERTIES, AND MAKE FINDINGS IN SUPPORT THEREOF

D. Adopted Resolution Numbers 4903, 4904 and 4905 regarding Annexation of Parcel Map 36549 to Maintenance District No. 84-1; located on the west side of Redlands Avenue between Nance and Markham Streets. (Ownership of CI Perris 151, LLC).
Resolution Number 4903 is entitled:
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, INITIATING PROCEEDINGS, APPOINTING THE ENGINEER OF WORK, ORDERING THE PREPARATION OF A DISTRICT MAP INDICATING THE PROPOSED BOUNDARIES OF AN ANNEXATION TO THE CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1, AND FOR PROVIDING OTHER ENGINEERING SERVICES IN THE MATTER OF THE ANNEXATION OF PARCEL MAP 36540 INTO MAINTENANCE DISTRICT NUMBER 84-1

Resolution Number 4904 is entitled:
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, OF PRELIMINARY APPROVAL OF ENGINEER'S REPORT FOR ANNEXATION OF PARCEL MAP 36540 TO CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1

Resolution Number 4905 is entitled:
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DECLARING INTENTION TO ORDER THE ANNEXATION TO CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1, DECLARING THE WORK TO BE OF MORE LOCAL THAN ORDINARY PUBLIC BENEFIT; SPECIFYING THE EXTERIOR BOUNDARIES TO BE ANNEXED TO MAINTENANCE DISTRICT NUMBER 84-1 AND TO BE ASSESSED THE COST AND EXPENSE THEREOF; DESIGNATING SAID ANNEXATION AS ANNEXATION OF PARCEL MAP 36540 TO MAINTENANCE DISTRICT NUMBER 84-1; DETERMINING THAT THESE PROCEEDINGS SHALL BE TAKEN PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972; AND OFFERING A TIME AND PLACE FOR HEARING OBJECTIONS THERETO ON OCTOBER 13, 2015

E. Adopted Resolution Numbers 4906, 4907 and 4908 regarding Annexation of Parcel Map 36540 to Landscape Maintenance District No. 1 (LMD 1); located on the west side of Redlands Avenue between Nance and Markham Streets. (Ownership of CI Perris 151, LLC).

Resolution Number 4906 is entitled:
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, INITIATING PROCEEDINGS, APPOINTING THE ENGINEER OF WORK, ORDERING THE PREPARATION OF A DISTRICT MAP INDICATING THE PROPOSED BOUNDARIES OF AN ANNEXATION TO THE CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1, AND FOR PROVIDING OTHER ENGINEERING SERVICES IN THE MATTER OF THE ANNEXATION OF BENEFIT ZONE 113 (PARCEL MAP 36540) TO LANDSCAPE MAINTENANCE DISTRICT NUMBER 1

Resolution Number 4907 is entitled:
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, OF PRELIMINARY APPROVAL OF ENGINEER'S REPORT FOR ANNEXATION OF PARCEL MAP 36540 TO BENEFIT ZONE 113, CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1

Resolution Number 4908 is entitled:
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DECLARING INTENTION TO ORDER THE ANNEXATION TO BENEFIT ZONE 113, CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1, DECLARING THE WORK TO BE OF MORE LOCAL THAN ORDINARY PUBLIC BENEFIT; SPECIFYING THE EXTERIOR BOUNDARIES TO BE ANNEXED TO BENEFIT ZONE 113, LANDSCAPE MAINTENANCE DISTRICT NUMBER 1 AND TO BE ASSESSED THE COST AND EXPENSE THEREOF; DESIGNATING SAID ANNEXATION AS ANNEXATION OF PARCEL MAP 36540 TO BENEFIT ZONE 113, LANDSCAPE MAINTENANCE DISTRICT NUMBER 1; DETERMINING THAT THESE PROCEEDINGS SHALL BE TAKEN PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972; AND OFFERING A TIME AND PLACE FOR HEARING OBJECTIONS THERETO ON OCTOBER 13, 2015

F. Adopted Resolution Number 4909 regarding Annexation of Parcel Map 36540 to Flood Control MD No. 1; location on the west side of Redlands Avenue between Nance and Markham Streets. (Ownership of CI Perris 151, LLC).

Resolution Number 4909 is entitled:
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DECLARING INTENTION TO AUTHORIZE LEVying ASSESSMENTS UPON CERTAIN PARCELS OF REAL PROPERTY, TO ORDER ANNEXATION OF PARCEL MAP 36540 TO BENEFIT ZONE 82, FLOOD CONTROL MAINTENANCE DISTRICT NUMBER 1, PURSUANT TO THE BENEFIT ASSESSMENT ACT OF 1982; AND OFFERING A TIME AND PLACE FOR HEARING OBJECTIONS THERETO ON OCTOBER 13, 2015

G. Approved the Contract Agreement with Riverside County Department of Animal Services for Animal Sheltering Services.

H. Approved Fee Waiver Request by Perris Valley Historical Museum for use of the Bob Glass Gym to hold the Perris Union High School Alumni Banquet on September 12, 2015.

I. Received and Filed the Quarterly Investment Report for the Quarter Ended June 30, 2015.

J. Approved the Settlement Agreement between California Clean Energy Committee, Integra Pacific, LLC, Integra Perris, LLC, and the City of Perris, related to the approval of a Distribution Center located south of Nance Street,
north of Markham Street and between Webster and Indian Avenues.

K. Approved Fee Waiver Request from the Boys and Girls Club of Perris for the use of Foss Field Park to hold the 3rd Annual African American Family Reunion Celebration on August 29, 2015.

L. Adopted Resolution Number 4910 regarding Environmental Assessment/Stockpile Permit 15-05023, a 4 phase stockpile permit plan to import approximately 1.2 million cubic yards of dirt from the Riverside County Flood Control District Line "A" construction site (Romoland Master Drainage Plan) to Tentative Map 24648 of the Green Valley Specific Plan, generally located at the northeast corner of Ethanac Road and Goetz Avenue. (Applicant: Scott Hildebrandt, Webb and Associates).

Resolution Number 4910 is entitled:
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, APPROVING MITIGATED NEGATIVE DECLARATION 2317 AND STOCKPILE PERMIT 15-05023, TO IMPORT APPROXIMATELY 1.2 MILLION CUBIC YARDS OF DIRT TO TENTATIVE MAP 24648 OF THE GREEN VALLEY SPECIFIC PLAN, GENERALLY LOCATED AT THE NORTHEAST CORNER OF ETHANAC ROAD AND GOETZ ROAD AND MAKING FINDINGS IN SUPPORT THEREOF

M. Approved Contract Services Agreement with ESGIL Corporation for Building Plan Review Services.

N. Made appointments to three newly created City Committees.

O. Approved Agreement with Matrix Consulting Group to conduct a Comprehensive User Fee Study.

P. Approved Contract Agreement with Graffiti Tracker, Inc. for graffiti tracking services.

Q. Approved a Change Order to the Contract awarded to New Millennium Construction Services for the Senior Center Renovation Project Phase II.

R. Approved the award of Contract to ProSpectra Contract Flooring for the installation of new flooring and an Award of Contract to Prebot Construction for the repair of the damaged raised floor system at the Bob Glass Gymnasium.

The Mayor called for a motion.

M/S/C: Moved by Rita Rogers, seconded by Tonya Burke to Approve the Consent Calendar as presented.
AYES: Tonya Burke, David Starr Rabb, Rita Rogers, Daryl Busch
NOES: 
ABSENT: 
ABSTAIN:

8. **PUBLIC HEARINGS:**

A. Adopted Resolution Number 4911 amending the Rubbish Collection Charges (Section 7.16.050 (D) of the Perris Municipal Code) and rescinding Resolution Number 4723.

Resolution Number 4911 is entitled: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS AMENDING RUBBISH COLLECTION CHARGES AS PERMITTED IN SECTION 7.16.050 (D) OF THE PERRIS MUNICIPAL CODE AND RESCINDING RESOLUTION NUMBER 4723

This item was presented by Assistant Director of Finance Erwin.

The Mayor opened the Public Hearing at 6:07 p.m. There was no Public Comment. The Mayor closed the Public Hearing at 6:08 p.m.

The Mayor called for a motion.

M/S/C: Moved by David Starr Rabb, seconded by Tonya Burke to Approve Resolution Number 4911 as presented.

AYES: Tonya Burke, David Starr Rabb, Rita Rogers, Daryl Busch

NOES:

ABSENT:

ABSTAIN:

B. This item was not adopted—Consideration to adopt Resolution Numbers (next in order) regarding an adjustment to City Sewer Service Rates and Water Rates to Pass Through EMWD Rate increases.

The Proposed Resolution Numbers (next in order) are entitled: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ADOPTING A SEWER SERVICE ADJUSTMENT FOR CITY SEWER MONTHLY SERVICE RATES

This item was presented by Assistant Director of Finance Erwin.

The Mayor opened the Public Hearing at 6:12 p.m. The following people spoke at Public Comment:

Michael Donnelly
Julie Vargas
Virniecia Green-Jordan

The Mayor closed the Public Hearing at 6:17 p.m.

The following Councilmember's spoke:

Rogers
Busch
Burke
Rabb
The Mayor called for a motion.

M/S/C: Moved by Rita Rogers, seconded by Daryl Busch to Approve the adjustment to sewer rates as proposed.
AYES: Rita Rogers, Daryl Busch
NOES: Tonya Burke
ABSENT: 
ABSTAIN: David Starr Rabb

This item was not approved.

The Mayor called for a motion.

M/S/C: Moved by Rita Rogers, seconded by Tonya Burke to Approve the adjustment to water rates as proposed.
AYES: Rita Rogers, Daryl Busch
NOES: Tonya Burke
ABSENT: 
ABSTAIN: David Starr Rabb

This item was not approved.

9. BUSINESS ITEMS:

A. Grant History Report.

This item was presented by Assistant City Manager Carr.

The Mayor called for Public Comment. The following people spoke at Public Comment:
Maria Valeriano
Luvina Beckley Knight
Raul Mark Yarbrough
Virniecia Green-Jordan
Kyle Knight
Ana Magana
Katie Keyes
Flo Cohen
Julie Vargas
Joshua Tiedeman
Cindy Espinoza

The following Councilmember’s spoke:
Burke
Rabb
Rogers
Busch

Direction was given to proceed with a Request for Proposals (RFP) for
Grant Writing Services.

B. Adopted Resolution Number 4912 establishing the date and time for regular City Council Meetings.

Resolution Number 4912 is entitled:
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA ESTABLISHING THE DATE AND TIME OF REGULAR CITY COUNCIL MEETINGS

This item was introduced by Assistant City Attorney Rizvi.
The Mayor called for Public Comment. The following people spoke at Public Comment:
Maria Valeriano
Ana Magana
Catherine Fields
Raul Mark Yarbrough
Joshua Tiedeman
Paula Johnson
Malcolm Corona
Estela Gonzalez
Michael Donnelly
Randy Segovia
Flo Cohen
Laurel Rudy
Saul Martinez
Eligio Rangel

The Mayor called for a motion.

M/S/C: Moved by Tonya Burke, seconded by David Starr Rabb to Approve Resolution Number 4912 establishing the start time of City Council meetings as 6:30 p.m. and the date for all regular City Council meetings as the second and last Tuesday of each month.
AYES: Tonya Burke, David Starr Rabb, Daryl Busch
NOES: Rita Rogers
ABSENT:
ABSTAIN:

C. Consideration to establish a designated City Council office and meeting area.

This item was introduced by City Manager Belmontez
The Mayor called for Public Comment. The following people spoke at Public Comment:
Maria Valeriano
Luvina Beckley
Raul Mark Yarbrough
Ana Magana
Joshua Teideman
Malcolm Corona
Flo Cohen
Douglas Corona
Eligio Rangel

The following Councilmember's spoke:
Rabb
Burke
Rogers
Busch

Direction was given to staff to assess the costs associated with renovation of the Statler Youth Center as well as office space available at 227 N. D Street and to bring a full report back to the City Council for consideration at a future meeting.

10. **PUBLIC COMMENT/CITIZEN PARTICIPATION:**

The following people spoke at Public Comment:
Flo Cohen
Hope Tompkins
Catherine Fields
Julie Vargas
Luvina Beckley
Ana Magana
Tracy Holcomb
Sherri Kreissig
Eric Godoy
Eligio Rangel
Bob White
Cindy Espinoza
Joshua Tiedeman
Maria Valeriano
Shelly Yarbrough
Raul Mark Yarbrough
Estela Gonzalez
Malcolm Corona
Reverend C. Mark Ealy

11. **COUNCIL COMMUNICATIONS:** (Committee Reports, Agenda Items, Meeting Requests and Review etc.)

The following Councilmember's spoke:
Rabb
Burke
Rogers
Busch

12. **CITY MANAGER'S REPORT:**
13. **CLOSED SESSION:**

   A. Conference with Real Property Negotiators - Government Code Section 54956.8
   Property: 227 North D Street, Perris CA City Negotiator: Richard Belmudez,
   City Manager Negotiating Parties: Noland Turnage Under Negotiation: Price
   and terms of payment

14. **ADJOURNMENT:**

   The Mayor adjourned the City Council meeting to Closed Session at 9:42 p.m.
   The City Council reconvened in Open Session at 10:30 p.m. There was no
   reportable action.
   There being no further business the City Council meeting was adjourned at 10:31
   p.m.

Respectfully Submitted,

______________________________
Nancy Salazar, City Clerk
CITY COUNCIL
AGENDA SUBMITTAL

Meeting Date: September 8, 2015

SUBJECT: Extension of Time No. 15-05116 for Tentative Tract Map 31225, located at the northwest corner of “A” Street and Metz Road. Applicant: Jennifer S. Chung, Pacific Communities

REQUESTED ACTION: APPROVE a one (1) year Extension of Time (EOT 15-05116) for Tract Map 31225, until September 8, 2016, to subdivide 15.1 acres into 57 residential lots for single family residential development.

CONTACT: Clara Miramontes, Planning Manager

BACKGROUND/DISCUSSION:

On October 15, 2004, the City of Perris Planning Commission approved Tentative Tract Map 31225 (03-0078) to subdivide 15.1 acres of land into 57 residential lot located at the northwest corner of “A” Street and Metz Road. (APN: 306-491-018, 019, 020, 021; 306-494-007, 008). The average lot size of 7,800 sq. ft.

The final map for Tentative Tract Map 31225 has been not been submitted for processing. The applicant is requesting for a third extension of time for a period of one year, extending the expiration of Tentative Tract Map 31225 to September 8, 2016. If a subject map is not recorded or has not applied for an extension prior to the new expiration date, a new Tentative Tract Map application must be filed and approved by the City Council in addition to payment of the appropriate filing fees.

FISCAL IMPACT: Cost for staff preparation of this item is covered by the applicant.

PREPARED BY: Brian Muhu, Development Services Assistant

City Attorney: N/A
Assistant City Manager: Ron Carr

Attachments: Tentative Tract Map 31225, Planning and Engineering Conditions of Approval

Consent: September 8th, 2015
CITY OF PERRIS
DEPARTMENT OF COMMUNITY DEVELOPMENT
PLANNING DIVISION

TENTATIVE TRACT MAP 31225  CONDITIONS OF APPROVAL

Planning Case No. 03-0078  Planning Commission October 15, 2003

PROJECT: A proposal to subdivide 15.01 acres into 57 residential lots for detached, single-family development in the R-7 Zone with a minimum lot size of 6,000 square feet. One lot is set aside as a detention basin to serve the site. A minor adjustment (Minor Adjustment No. 03-0340) to the frontage setback on the cul de sac is also requested, as permitted by the municipal code. The project is located between “A” Street and McKimball Road, north of Metz Road. The owner and developer is Pacific Communities.

1. **Approval Period.** In accordance with the Subdivision Map Act, the recordation of the final map shall occur within two (2) years from the approval date unless an extension is granted. The applicant may apply for a maximum of five (5) one-year extensions, to permit additional time to record the final map. A written request for extension shall be submitted to the Department of Community Development at least thirty (30) days prior to the expiration of Tentative Map approval.

2. **City Codes.** The project shall comply with all disabled access requirements of the American with Disabilities Act and title 24 of the State Code, and all local requirements of the City of Perris Municipal Code Titles 18 and 19, including all of the following R7 zoning district regulations, with the exception of the cul de sac frontage for Lots 49, 50, 51 and 52, for which Minor Adjustment No. 03-0340 shall be processed (Condition No.11), reducing the required frontage from 45 feet to 40 to 44 feet for the affected lots:

   - Minimum Lot Size: 6,000 square feet
   - Maximum Lot Coverage: 40 percent
   - Minimum Lot Width: 60 feet
   - Minimum Lot Depth: 100 feet
   - Minimum Lot Frontage: 60 feet

3. **City Engineer.** The proposed project shall adhere to the requirements of the City Engineer as indicated in the Conditions of Approval dated August 19, 2003.

4. **School District.** The proposed project shall adhere to the requirements of the Perris Union High School District and the Perris Elementary School District, as indicated in the letter from the Perris Elementary School District dated March 12, 2003.

5. **Perris Police and Sheriff’s Department.** The proposed project shall adhere to any requirements of the Perris Police and Sheriff’s Department.

6. **Building Official/Fire Marshal.** The proposed project shall adhere to all requirements of the Building Official/Fire Marshal. Fire hydrants shall be located on the project site pursuant to the Building Official. Water, gas, sewer, electrical transformers, power vaults and separate fire/water supply lines (if applicable) must be shown on the final set
c. Any other required approval from an outside agency.

14. **Plans and CC&R**s. Prior to recordation of the Final Map, the developer shall submit and obtain approvals on the following items:

   a. Public improvement plans to the City Engineer. These plans shall include but not be limited to street, drainage, utility improvements, and dedications in accordance with Municipal Code Title 18.

   b. Any Covenants, Conditions, and Restrictions (CC&R)s to the Department of Community Development and the City Attorney's office. Approved CC&R{s shall be recorded with the final map.

   c. Grading plans to the City Engineer, demonstrating compliance with National Pollution Discharge Elimination System requirements. The plans shall include a Storm Water Pollution Prevention Plan detailing water quality management controls and identifying Best Management Practices (BMPs) to control pollutant runoff. The applicant shall identify measures specified in Supplement A of the Riverside County Drainage Area Management Plans New Development Guidelines or other equally effective standard for implementing project BMPs, assignment of long-term maintenance responsibilities (specifying the developer, parcel owner, lessee, etc.) and shall reference the location(s) of structural BMPs.

15. **Water Resources Control Board.** Prior to issuance of Building Permits, the applicant shall submit a copy of the State Water Resources Control Board permit letter with the WDID number.

16. **Landscaping.** Prior to issuance of building permits, the developer shall submit three (3) copies of construction level Landscape and Irrigation Plans to the Planning Division, accompanied by the appropriate filing fee. The plans shall be prepared by a registered landscape architect and include the location, number, genus species, and container size of the plants. Plants shall be consistent with Section 19.70 of the Perris Municipal Code. The cover page shall identify the total square footage of the landscaped area and note that it shall maintained in accordance with Section 19.70 of the City Code. Use of water efficient fixtures and drought tolerant plants. Additional landscape requirements include the front-yard landscaping for all lots, front and rear landscaping for any model homes, and landscaping of the project entrance(s) and right of way, including irrigation and street trees on the project side of “A” Street, McKimball Road, and Metz Road.

17. **Landscaping of Detention Basin.** The grading, fencing, plant material, irrigation, and other aspects of landscape design shall positively integrate the detention basin into the residential neighborhood. Fencing shall consist of high-quality tubular steel or decorative wrought iron that does not obstruct views into or through this facility. Fencing shall maintain a streetscape that is consistent with single-family residential neighborhoods (10-20 foot setbacks) and provide adequate transitions to individual
b. Prior to the issuance of building permits, the applicant shall pay City Development Impact Fees in effect at the time of development.

c. Prior to the issuance of building permits, the applicant shall pay the Transportation Mitigation Impact Fee (TUMF) adopted by City of Perris Ordinance No. 1114 of $6,650.00 per single dwelling unit.

d. Prior to issuance of building permits, the applicant will pay the statutory school fees in effect at issuance of building permits to all appropriate school districts.

e. The applicant shall pay any outstanding Planning Division processing fees.

23. Construction Practices. To reduce potential noise and air quality nuisances, the following items shall be listed as "General Notes" on the construction drawings:

a. Construction activity and equipment maintenance is limited to the hours between 7:00 a.m. and 7:00 p.m., on weekdays. Construction may not occur on weekends or State holidays, without prior consent of the Building Official. Non-noise generating activities (e.g., interior painting) are not subject to these restrictions.

b. Stationary construction equipment that generates noise in excess of 65 dBA at the project boundaries must be shielded and located at least 100 feet from occupied residences. The equipment area with appropriate acoustic shielding shall be designated on building and grading plans. Equipment and shielding shall remain in the designated location throughout construction activities.

c. Construction routes are limited to City of Perris designated truck routes.

d. Water trucks or sprinkler systems shall be used during clearing, grading, earth moving, excavation, or transportation of cut or fill materials to prevent dust from leaving the site and to create a crust after each day's activities cease. At a minimum, this would include wetting down such areas in the later morning and after work is completed for the day and whenever wind exceeds 15 miles per hour.

e. A person or persons shall be designated to monitor the dust control program and to order increased watering as necessary to prevent transport of dust off-site. The name and telephone number of such persons shall be provided to the City.

24. Energy Conservation. To improve local air quality, the applicant is encouraged to incorporate any or all of the following energy-conservation features into the project:

- Low NOx water heaters per specifications in the Air Quality Attainment Plan;
- Heat transfer modules in furnaces;
- Light colored water-based paint and roofing materials;
- Passive solar cooling/heating; and,
- Energy efficient appliances and lighting.
of its officers, employees and agents from any and all claims, actions, or proceedings against the City, or any agency or instrumentality thereof, or any of its officers, employees and agents, to attack, set aside, void, annul, or seek monetary damages resulting from an approval of the City, or any agency or instrumentality thereof, advisory agency, appeal board or legislative body including actions approved by the voters of the City. City shall promptly notify the developer/applicant of any claim, action, or proceeding for which indemnification is sought and shall further cooperate fully in the defense of the action.
CONDITIONS OF APPROVAL

P8-681
August 19, 2003
TM # 31225 (Case # P03-0078)

With respect to the Conditions of Approval for the above referenced project, the City of Perris requires that the land divider provide the following street improvements and/or road dedications in accordance with the City of Perris Municipal Code Title 18. It is understood that the Site Plan correctly shows all existing easements, traveled ways and drainage courses with appropriate Q's and that their omission may require the map to be resubmitted for further consideration. These Ordinances and the following conditions are essential parts and requirement occurring in ONE is as binding as though occurring in all. They are intended to be complimentary and to describe the conditions for a complete design of the improvements. All questions regarding the true meaning of the conditions shall be referred to the City Engineers’ office.

1. Drainage and flood control facilities and improvements shall be provided in accordance with Riverside County Flood Control and Water Conservation District and the City of Perris requirements and standards. The following drainage related conditions are the requirements of this project:

   a. Onsite drainage facilities located outside of road right-of-way if required shall be constructed within dedicated drainage easements.

   b. Drainage facilities outletting sump conditions shall be designed to convey the tributary 100-year storm flows. Additional emergency escape shall also be provided.

   c. The property’s street and lot grading shall be designed in a manner that perpetuates the existing natural drainage patterns with respect to tributary drainage area. No ponding or concentration of water to upstream and downstream properties shall be permitted.
d. Drainage easements shall be obtained from the affected property owners for the release of concentrated or diverted storm flows onto the adjacent property. A copy of the drainage easement shall be submitted to the City for review prior to its recordation.

e. All drainage facilities with exception of nuisance drainage improvements as indicated below shall be designed to convey the 100-year storm runoff. Minimum 18" storm drain and catch basins to eliminate nuisance runoff at cross gutters shall be installed and connected to proposed basin at the following intersections:

- Intersection of “A” Street with “C” Street & Metz Road.
- Intersection of “E” Street with “B” and “C” Streets.
- Intersection of McKimball Road with “B” and “C” Streets.

f. A detailed hydrology report and hydraulic calculation shall be submitted to the City for review and approval. The report shall address the offsite flow, accumulative onsite runoff and the impact to adjacent downstream properties.

g. All grading and drainage improvements shall comply with NPDES and Best Management Practices. Erosion control plans shall be prepared and submitted to Water Quality Board and the City as part of the grading plans.

h. Onsite basin shall be provided to maintain the incremental increase between developed and undeveloped stages during 100-year storm event pursuant to Riverside County Flood Control Standards or conveyed to an acceptable outlet. Connection to existing 42” RCP shall be supported by hydraulic calculations to determine the capacity of existing facilities downstream of this project.

The “first flush” basin shall be designed and built to comply with Water Quality Standards and landscaped as determined by Planning Department.

i. The “first flush” basin shall be connected to proposed storm drain on “A” Street.

j. Construction of proposed storm drain facilities along McKimball Road and Metz shall be in a manner acceptable to City and Flood Control Districts.
Meeting Date: September 8, 2015

SUBJECT: Extension of Time No. 15-05117 for Tentative Tract Map 31407, located at the south west corner of Metz Rd and Webster Avenue. Applicant: Pacific Communities

REQUESTED ACTION: APPROVE a one (1) year Extension of Time (EOT 15-05117) for Tract Map 31407, until July 13, 2016, to subdivide 80 acres into 243 residential lots for single family residential development.

CONTACT: Clara Miramontes, Director of Development Services

BACKGROUND/DISCUSSION:

On July 13, 2004, the City of Perris Planning Commission approved Tentative Tract Map 31407 (04-0043) to subdivide 80 acres to 243 residential lots located at southwest corner of Metz Road and Webster Avenue. (APN: 326-090-014, 015, 016, 017). The average lot size of 10,000 sq. ft.

On October 09, 2007, the City of Perris City Council approved extension of time (07-09-0012) for the first of allowable six extensions for Tentative Tract Map 33199. The applicant is now requesting the City Council approve a second extension.

Due to market conditions, the applicant requests an extension of time, as permitted by the Subdivision Map Act. If approved, Tentative Tract Map 31407 will expire July 13, 2016. If the subject map is not recorded prior to that date, a new extension request must be filed and approved by the City Council.

FISCAL IMPACT: Cost for staff preparation of this item, cost of construction and payment of impact fees are covered by the applicant.

PREPARED BY: Ilene Lundfelt, Associate Planner
City Attorney: N/A
Assistant City Manager: Ron Carr

Attachments: Tentative Tract Map 31407, Planning and Engineering Conditions of Approval

Consent: September 8, 2015
CITY OF PERRIS
COMMUNITY DEVELOPMENT DEPARTMENT

CONDITIONS OF APPROVAL

TENTATIVE TRACT MAP NUMBER 31407 (PLANNING CASE #04-0043)

July 13, 2004

PROJECT: A General Plan Amendment and Zone Change that would convert 80-acres of land designated RR/A Rural Residential/Agricultural (20,000 square foot minimum lots size) to 27.8 acres of R4 Residential (10,000 square foot minimum lot size) and 52.2-acres of R-7 Residential (6,000 square foot minimum lot size). Tentative Tract Map 31407 would then subdivide the entire property into 243 lots for single-family residential development, with minimum 7,288 square foot lots and an average lot size of 10,030 square feet.

APPLICANT: Pacific Communities Inc.

1. Approval Period. In accordance with the Subdivision Map Act, the recordation of the final map shall occur within two (2) years from the approval date unless an extension is granted. The applicant may apply for a maximum of five (5) one-year extensions, to permit additional time to record the final map. A written request for extension shall be submitted to the Department of Planning and Community Development at least thirty (30) days prior to the expiration of Tentative Map approval.

2. Approved Plans. This approval is granted to subdivide an 80-acre property into 243 residential lots, a 0.45-acre detention basin, and a 6.5-acre public park. The Final Map shall be substantially as shown on the Tentative Tract Map, prepared by SP2 Inc., for Pacific Communities, dated February 20, 2004, and consisting of one (1) sheet, except as may be modified by the conditions of approval contained herein.

3. City Codes. The project shall comply with all disabled access requirements of the American with Disabilities Act and title 24 of the State Code, and all local requirements of the City of Perris Municipal Code Titles 18 and 19, including all of the following R4 and R7 zoning district regulations:

   - Minimum Lot Size
   - Maximum Lot Coverage
   - Minimum Lot Width
   - Minimum Lot Depth
   - Minimum Lot Frontage
   - Minimum Lot Frontage (cul-de-sac/knuckle)
4. **City Engineer.** The proposed project shall adhere to the requirements of the City Engineer as indicated in the Conditions of Approval dated June 1, 2004.

5. **Building Official/Fire Marshall.** The proposed project shall adhere to all requirements of the Building Official/Fire Marshall. Fire hydrants shall be located on the project site pursuant to the Building Official. Water, gas, sewer, electrical transformers, power vaults and separate fire/water supply lines (if applicable) must be shown on the final set of construction plans pursuant to the requirements of the Building Official.

6. **Required Approvals.** Prior to recodarion of the Final Map, the developer shall obtain the following clearances or approvals:
   
a. Verification from the Planning Department that all pertinent conditions of approval have been met, including any Administrative Development Plan Review approvals, as mandated by the Perris Municipal Code;

b. Planning Commission approval of all proposed street names;

c. Any other required approval from an outside agency.

7. **Plans and CC&Rs.** Prior to recodarion of the Final Map, the developer shall submit and obtain approvals on the following items:
   
a. Public improvement plans to the City Engineer. These plans shall include but not be limited to street, drainage, utility improvements, and dedications in accordance with Municipal Code Title 18.

b. Any Covenants, Conditions, and Restrictions (CC&Rs) to the Department of Planning and Community Development and the City Attorney's office. Approved CC&Rs shall be recorded with the final map.

c. Grading plans to the City Engineer, demonstrating compliance with National Pollution Discharge Elimination System requirements. The plans shall include a Storm Water Pollution Prevention Plan detailing water quality management controls and identifying Best Management Practices (BMPs) to control pollutant runoff. The applicant shall identify measures specified in Supplement A of the Riverside County Drainage Area Management Plans New Development Guidelines or other equally effective standard for implementing project BMPs, assignment of long-term maintenance responsibilities (specifying the developer, parcel owner, lessee, etc.) and shall reference the location(s) of structural BMPs.
8. **Administrative Development Plan Review.** Prior to recordation of the Final Tract Map, the applicant shall obtain approval of an Administrative Development Plan Review (ADPR) for the review of architecture, plotting, conceptual landscape and fencing of all production units within the tract. The applicant shall also include at least one single-story product type with the application submittal. Single-story units shall be plotted at corner lots and at regular intervals throughout the tract (i.e., every fourth or fifth unit).

9. **Water Resources Control Board.** Prior to issuance of building permits, supply a copy of the State Water Resources Control Board permit letter with WDID number.

10. **Street Improvements.** Developer shall design and install street improvements according to the street sections shown on the approved Tentative Tract Map, unless modified by the conditions set forth by the City Engineer.

11. **Storm Water Facilities.** The applicant shall construct a 0.45-acre storm water detention basin at the extreme northeast corner of the project site. The detention basin must be installed and operational prior to occupancy of the first unit. The storm water channel shall be landscaped according to Conditions of Approval listed below.

12. **Landscaping** The Final Landscape Plans shall be substantially as shown on the Conceptual Landscape Plans, except as may be modified by the conditions of approval contained herein.

Prior to issuance of building permits, developer shall submit three copies of construction level Landscape and Irrigation Plans to the Community Development Department, accompanied by the appropriate filing fee. The plans shall be prepared by a registered landscape architect and include the location, number, genus species, and size of the plants. Plants shall be consistent with Section 19.70 of the Perris Municipal Code. The cover page shall identify total square footage of the landscaped area and note that it shall be maintained in accordance with Section 19.70 of the City Code. Water efficient fixtures and drought tolerant plants shall be used where feasible. Required landscape areas include front-yards for all lots, the 0.45-acre detention basin, streetscapes on the project side of San Jacinto Avenue and Metz Road, and the 2.5-acre active park site. Park site landscape shall include grading, turf, and irrigation.

13. **Landscaping of Detention Basin.** The grading, fencing, plant material, irrigation, and other aspects of landscape design shall integrate the detention basin into the residential neighborhood. Fencing shall consist of high-quality tubular steel or decorative wrought iron material that does not obstruct views into or through these facilities. Plant material on the street-side of the fence shall include species used in front-yards throughout the project, to further integrate this facility into the neighborhood. Landscaping within the detention basin may include species that are endemic to aquatic environments.
14. **Landscape Inspections.** The project applicant shall be aware and inform the on-site project or construction manager and the landscape contractor of their responsibility to call for landscape inspections. A minimum of three (3) landscape inspections are required in the following order, and the landscape inspection card shall be signed by the City’s landscape inspector to signify approval at the following stages of landscape installation:

a. At installation of irrigation equipment, when the trenches are still open;

b. After soil preparation, when plant materials are positioned and ready to plant; and,

c. At final inspection, after all plants are installed and the irrigation system is fully operational.

15. **Walls and Fences.** Prior to issuance of building permits, the developer shall submit for and obtain approval of a block wall/wood fence plan. At a minimum, this plan shall include the following items:

a. A six-foot high, decorative block wall/tubular steel fence on all side or rear property lines adjoining a public street or storm water detention basin; and,

b. Six-foot high, vinyl or recycled plastic fences on side and rear property lines throughout the remainder of the project.

16. **Underground Utilities.** All utilities such as cable TV and electrical distribution lines (including those which provide direct service to the project site and/or currently exist along public right-of-ways) adjacent to the site shall be placed underground, except for electrical utility lines rated at 115kv or higher.

17. **Fees.** The developer shall pay the following fees according to the timeline noted herein:

a. Prior to the issuance of building permits, the applicant shall pay Stephen’s Kangaroo Rat Mitigation Fees of $500.00 per acre;

b. Prior to the issuance of building permits, the applicant shall pay Development Impact Fees in effect at the time of development. These fees currently include Park and Recreation fees of $1,870 per dwelling (total of ($454,410). The applicant shall only be credited for the 2.5 acres of active open space (developed park area), within the larger 6.5-acre public park;

c. Prior to issuance of building permits, the applicant will pay the statutory school fees in effect at issuance of building permits to appropriate school districts; and,

d. The applicant shall pay any outstanding development processing fees.
18. **Compliance with Environmental Mitigation.** The developer shall comply with the following Mitigation Measures identified in the Initial Study:

a. **Mitigation Measure 5.a.1:** To improve local air quality, the applicant shall incorporate the following energy-conservation features into the project (as feasible):
   - Low NOx water heaters per specifications in the Air Quality Attainment Plan;
   - Heat transfer modules in furnaces;
   - Light colored water-based paint and roofing materials;
   - Passive solar cooling/heating; and,
   - Energy efficient appliances and lighting.

An accounting of the project's energy conservation measures shall be submitted to the Building Division, prior to application for Building Permits.

b. **Mitigation Measure 6.a.1:** The San Jacinto Avenue connection must be completed and operational prior to occupancy of the 161st dwelling unit.

c. **Mitigation Measure 6.a.2:** The applicant shall contribute the project's fair-share contribution for signalizing the following intersections:
   - Cherokee Road at Navajo Road (60.5%)
   - Metz Road at "A" Street (32.5%)
   - San Jacinto Avenue at "A" Street (24.2%)
   - SR 74/4TH Street at "A" Street (31.2%)
   - SR 74 at Navajo Road (32.5%)

d. **Mitigation Measure 1.c.1:** Prior to issuance of grading permits, the developer shall perform a site survey for sensitive plants and reptiles and a protocol focused survey for the Coastal California Gnatcatcher.

19. **Construction Practices.** To reduce potential noise and air quality nuisances, the following items shall be listed as "General Notes" on the construction drawings:

a. Construction activity and equipment maintenance is limited to the hours between 7:00 a.m. and 7:00 p.m., on weekdays. Construction may not occur on weekends or State holidays, without prior consent of the Building Official. Non-noise generating activities (e.g., interior painting) are not subject to these restrictions.
b. Stationary construction equipment that generates noise in excess of 65 dBA at the project boundaries must be shielded and located at least 100 feet from occupied residences. The equipment area and acoustic shielding shall be designated on building and grading plans. Equipment and shielding shall remain in the designated location throughout construction, as feasible.

c. Construction routes are limited to City of Perris designated truck routes.

d. Water trucks or sprinkler systems shall be used during clearing, grading, earth moving, excavation, or transportation of cut or fill materials to prevent dust from leaving the site and to create a crust after each day's activities cease. At a minimum, this would include wetting down such areas in the late morning, after work is completed for the day, and whenever wind exceeds 15 miles per hour.

e. A person or persons shall be designated to monitor the dust control program and to order increased watering as necessary to prevent transport of dust off-site. The name and telephone number of such persons shall be provided to the City.

20. **Blasting.** If blasting is required to remove rock outcroppings on the project site, the applicant shall submit a detailed sound study prepared by a licensed acoustical engineer providing special sound attenuation measures to protect adjacent residents from unwanted noise. These measures shall include notification of all property owners within a 500' radius of the project site.

21. **Tract Identification.** The developer shall provide community entry statements, including theme walls, monumentation, and enhanced landscaping at the San Jacinto Avenue and Webster Avenue entrances to the tract. Theme walls and monuments shall not occur within the public right-of-way. The design of entry statements shall be subject to the review and approval of the Community Development Department.

22. **Unit Identification.** Each unit in the tract shall include a lighted address fixture. This fixture shall allow for replacement of the bulbs, and shall be reviewed and approved by the Community Development Department and the Police Department.

23. **Phasing.** The Final Tract Map may be recorded in multiple Phases. Each Phase of the project shall provide adequate drainage and at least two points of access to all lots.

24. **Assessment Districts.** Prior to recordation of the Final Map, the developer shall annex into the Landscape Maintenance District and post an adequate maintenance performance bond to be retained by the City. The developer shall also annex the project into the Street Lighting and Park Maintenance Districts and a future Street Maintenance Community
Facilities District.

25. **Residential Use and Development Restrictions.** The physical development of all lots shall be reviewed and approved by the city. Any use, activity, and/or development occurring on the site without appropriate city approvals shall constitute a code violation and shall be treated as such. Placement of any sales trailer or a model home shall require separate review and approval by the City.

26. **Spark Arresters.** All spark arresters in the proposed tract shall be screened by sheet metal enclosures, or other material acceptable to the Building Official, and painted the according to the approved paint palette.

27. **City-Approved Waste Hauling.** The developer shall use only the City-approved waste hauler for all construction and other waste disposal.

28. **Indemnification/Hold Harmless.** The developer/applicant shall indemnify, protect, defend, and hold harmless, the City and any agency or instrumentality thereof, and/or any of its officers, employees and agents from any and all claims, actions, or proceedings against the City, or any agency or instrumentality thereof, or any of its officers, employees and agents, to attack, set aside, void, annul, or seek monetary damages resulting from an approval of the City, or any agency or instrumentality thereof, advisory agency, appeal board or legislative body including actions approved by the voters of the City. City shall promptly notify the developer/applicant of any claim, action, or proceeding for which indemnification is sought and shall further cooperate fully in the defense of the action.
CONDITIONS OF APPROVAL

P8-718
June 1, 2004, Revised Planning Commission June 16, 2004
Tr. 31407 (04-0043)

With respect to the conditions of Approval for the above referenced project, the City of Perris requires that the land divider proved the following street improvements and/or road dedications in accordance with the City of Perris Municipal Code Title 18. It is understood that the Site Plan correctly shows all existing easements, traveled ways and drainage courses with appropriate Q's and that their omission may require the map to be resubmitted for further consideration. These ordinances and the following conditions are essential parts and requirement occurring in ONE is as binding as though occurring in all. They are intended to be complimentary and to describe the conditions for a complete design of the improvements. All questions regarding the true meaning of the conditions shall be referred to the City Engineer’s office.

This project proposes mass grading within hillside area. Extensive cut / fill slopes are proposed at back of lots which may require significant blasting and removal of rock outcroppings. The project shall utilize combination of landscape and irrigated slope / crib wall / retaining wall to reduce the negative impact of mass grading.

1. Drainage and flood control facilities and improvements shall be provided in accordance with Riverside County Flood Control and Water Conservation District and the City of Perris requirements and standards. The following drainage related conditions are the requirements of this project:

   a. Onsite drainage facilitates located outside of road right-of-way if required shall be constructed within dedicated drainage easements.
b. Drainage facilities outletting sump conditions shall be designed to convey the tributary 100-year storm flows. Additional emergency escape shall also be provided.

c. The property’s street and lot grading shall be designed in a manner that perpetuates the existing natural drainage patterns with respect to tributary drainage area. No ponding or concentration of water to upstream and downstream properties shall be permitted.

d. Drainage easements shall be obtained from the affected property owners for the release of concentrated or diverted storm flows onto the adjacent property. A copy of the drainage easement shall be submitted to the City for review prior to its recordation.

e. All drainage facilities with exception of nuisance drainage improvements as indicated below shall be designed to convey the 100-year storm runoff. Prior to design initiation of Master Planned Facilities, applicant's engineer shall contact R.C.F.C. Master Planned Facilities shall be reviewed, approved, and inspected by flood Control as well as City of Perris. Minimum 18” storm drain and catch basins to eliminate nuisance runoff at cross gutters shall be installed and connected to proposed drainage facilities as shown on the tentative map and at the following intersections:

- Intersection of “G” Street and “I” Street
- Intersection of Webster and Metz Road
- Intersection of Cherokee Drive & “C” Street
- Intersection of Metz Road and “A” Street

The catch basins and inlet pipes as indicated above and shown on the map shall be located on all sides of the intersections as determined by City Engineer.

f. A detailed hydrology report and hydraulic calculation shall be submitted to the City for review and approval. The report shall address the offsite flow, accumulative onsite runoff, and the impact to adjacent downstream properties.

g. All grading and drainage improvements shall comply with NPDES and Best Management Practices. Erosion control plans shall be prepared and submitted to Water Quality Board and the City as part of the grading plans.
h. The proposed lateral P-3 of drainage master plan shall be installed along Metz Road adjacent to this site and connected to Metz Basin. The connection at Metz Basin shall be in a manner not to conflict with Park / Recreational use as determined by the City. All work within Riverside County Flood Control requires issuance of a permit. Additional street improvements and pavement rehabilitation shall be required to install said facilities.

i. The “first flush” basin (if required) shall be properly landscaped and screened as determined by Planning and Public Works Department. Adequate access shall be provided for maintenance of these facilities.

j. The proposed storm drain facilities located on San Jacinto Avenue may be discharged to the open space area in a manner not to conflict with the proposed use of this site. Discharge of runoff under San Jacinto Avenue will require offsite drainage easement.

2. Sufficient right-of-way along Metz Road from westerly project boundary to “A” Street shall be improved to provide for minimum of 44'-1/2 width right-of-way along the south side with curb and gutter and paving located 22' from centerline and minimum of 12' wide pavement along the north side.

3. All interior streets shall be improved with concrete curb, gutter, and paving located 20' from either side of centerline located within 60' full width dedicated right-of-way.

4. Webster Avenue from Street “E” to Metz Road shall be improved with minimum of 30' of paving with curb and gutter located 20' west of centerline within 30'-1/2 width dedicated right-of-way along west side and additional right-of-way along east side as required.

5. San Jacinto Avenue from westerly tract boundary to easterly boundary shall be improved with minimum of 32' pavement, curb and gutter located 32' north of centerline within 47'-1/2 width dedicated right-of-way. Prior to issuance of 160 occupancy permits, 30' wide paved road shall be extended from easterly tract boundary to existing pavement.

6. Streetlights shall be installed along all interior streets and exterior streets and including offsite Metz Road (south side) as approved by City Engineer per Riverside County and Southern California Edison Standards.

7. 6' wide concreted sidewalk shall be installed throughout this project.
8. The proposed development is in the service area of Eastern Municipal Water District for water services and City of Perris for sewer services. The applicant shall provide water and sewer facilities to this development and comply with EMWD, Fire Department, and Health Department's requirements. This project is proposing to connect to existing EMWD sewer main on Nuevo Road. An interagency agreement shall be provided for EMWD to serve this project. Onsite and offsite sewer is City of Perris, a detailed calculation and videotape shall be provided to determine the capacity of existing City sewer facilities for this and other approved projects. In the event the study and tape indicate need to replace or upgrade existing sewer, the applicant shall be responsible for entire cost of this work.

9. Prior to issuance of any permit, the developer shall sign the consent and waiver forms to join the landscaping, flood control, lighting and street maintenance districts. The developer shall maintain the landscaping for a period of one year after acceptance of these improvements and pay the 18-months advanced energy charges for streetlights. All storm drain facilities including basin, catch basins, and pipes not maintained by RCFC shall be annexed to the Districts.

10. Existing power poles fronting this site (if any) shall be undergrounded.

11. On and offsite street, drainage, water, sewer, sewer calculation, striping, signing, street lighting, signal and grading plans along with hydrology and hydraulic reports shall be submitted to City Engineer's office for review and approval.

12. Access shall be restricted along San Jacinto Avenue except as shown on tentative map and so noted on the final map.

13. Minimum street grade is 0.50%.

14. Due to construction of offsite sewer and storm drain, the existing pavement along Metz and "A" and Nuevo Roads shall be removed and replaced beyond trench width including but not limited to grind and overlay (minimum of one lane) as determined by City Engineer.

15. Cherokee Drive shall be improved from San Jacinto Avenue to Navajo with minimum of 30' of new pavement.

16. Minimum of 2 paved access as conditioned above shall be constructed prior to issuance of any occupancy permits for each phase as determined by City Engineer.
17. Existing or proposed 20' road easement shown on lot 53 shall be removed. Existing Metz Road dedication adjacent to lot 106 if not needed shall be vacated and not used for road purpose unless needed for property to the west.

18. Open space lot 244 shall be improved to provide for recreational facilities. No park fee credit for property and improvements other than credit for hardscape such as tot lot, benches, and basketball court shall be given. The balance of park shall be left in natural stage with minimum landscaping.

19. Additional improvements at all exterior intersections shall be installed as determined by City to provide for right, left, deceleration and acceleration lanes.

20. The developers shall be reimbursed by property owners who front San Jacinto Avenue easterly of the site for their fair share of the offsite San Jacinto improvements as established by a reimbursement agreement prepared by City Attorney and approved by City Council.

[Signature]
Habit Metlach
City Engineer
CITY COUNCIL
AGENDA SUBMITTAL

Meeting Date: September 8, 2015

SUBJECT: TUMF Agreement – Ramona Expressway

REQUESTED ACTION: Approve the Reimbursement Agreement with WRCOG

CONTACT: Habib Motlagh, City Engineer

BACKGROUND/DISCUSSION: The enclosed agreement with WRCOG allocates $97,000 in general engineering and environmental work for studies along Ramona Expressway between I-215 and Webster Avenue. Upon completion of this task, staff will apply for TUMF dollars to implement construction.

BUDGET (or FISCAL) IMPACT: Cost for preliminary engineering will be reimbursed by WRCOG.

Reviewed by:

City Attorney
Assistant City Manager

Attachments: Agreement

Consent: Yes
Public Hearing:
Business Item:
Other:
TRANSPORTATION UNIFORM MITIGATION FEE PROGRAM
AGREEMENT TO REIMBURSE TUMF FUNDS
RAMONA EXPRESSWAY WIDENING (I-215 TO WEBSTER AVENUE)

THIS REIMBURSEMENT AGREEMENT ("Agreement") is entered into as of this day of ____, 20__, by and between the Western Riverside Council of Governments ("WRCOG"), a California joint powers authority and the City of Perris, a California municipal corporation ("AGENCY"). WRCOG and AGENCY are sometimes hereinafter referred to individually as "Party" and collectively as "Parties".

RECITALS

A. WRCOG is the Administrator of the Transportation Uniform Mitigation Fee Program of Western Riverside County ("TUMF Program").

B. WRCOG has identified and designated certain transportation improvement projects throughout Western Riverside County as projects of regional importance ("Qualifying Projects" or "Projects"). The Qualifying Projects are more specifically described in that certain WRCOG study titled "TUMF Nexus Study", as may be amended from time to time. Qualifying Projects can have Regional or Zonal significance as further described in the TUMF Nexus Study.

C. The TUMF Program is funded by TUMF fees paid by new development in Western Riverside County (collectively, "TUMF Program Funds"). TUMF Program Funds are held in trust by WRCOG for the purpose of funding the Qualifying Projects.

D. The AGENCY proposes to implement a Qualifying Project, and it is the purpose of this Agreement to identify the project and to set forth the terms and conditions by which WRCOG will release TUMF Program Funds.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and subject to the conditions contained herein, the Parties hereby agree as follows:

1. **Description of the Qualifying Project.** This Agreement is intended to distribute TUMF Program Funds to the AGENCY for Ramona Expressway Widening (I-215 to Webster Avenue), (the "Project"), a Qualifying Project. The Work, including a timetable and a detailed scope of work, is more fully described in Exhibit "A" attached hereto and incorporated herein by reference and, pursuant to Section 20 below, is subject to modification if requested by the AGENCY and approved by WRCOG. The work shall be consistent with one or more of the defined WRCOG Call for Projects phases detailed herein as follows:

1) PA&ED – Project Approvals & Environmental Document

2. **WRCOG Funding Amount.** WRCOG hereby agrees to distribute to AGENCY, on the terms and conditions set forth herein, a sum not to exceed Ninety Seven Thousand Dollars ($97,000), to be used for reimbursing the AGENCY for eligible Project expenses as described in Section 3 herein ("Funding Amount"). The Parties acknowledge and agree that the
Funding Amount may be less than the actual cost of the Project. Nevertheless, the Parties acknowledge and agree that WRCOG shall not be obligated to contribute TUMF Program Funds in excess of the maximum TUMF share identified in the TUMF Nexus Study ("Maximum TUMF Share"), as may be amended from time to time.

3. **Project Costs Eligible for Advance/Reimbursement.** The total Project costs ("Total Project Cost") may include the following items, provided that such items are included in the scope of work attached hereto as Exhibit "A" ("Scope of Work"): (1) AGENCY and/or consultant costs associated with direct Project coordination and support; (2) funds expended in preparation of preliminary engineering studies; (3) funds expended for preparation of environmental review documentation for the Project; (4) all costs associated with right-of-way acquisition, including right-of-way engineering, appraisal, acquisition, legal costs for condemnation procedures if authorized by the AGENCY, and costs of reviewing appraisals and offers for property acquisition; (5) costs reasonably incurred if condemnation proceeds; (6) costs incurred in the preparation of plans, specifications, and estimates by AGENCY or consultants; (7) AGENCY costs associated with bidding, advertising and awarding of the Project contracts; (8) construction costs, including change orders to construction contract approved by the AGENCY; (9) construction management, field inspection and material testing costs; and (10) any AGENCY administrative cost to deliver the Project.

4. **Ineligible Project Costs.** The Total Project Cost shall not include the following items which shall be borne solely by the AGENCY without reimbursement: (1) any AGENCY administrative fees attributed to the reviewing and processing of the Project; and (2) expenses for items of work not included within the Scope of Work in Exhibit "A".

5. **Procedures for Distribution of TUMF Program Funds to AGENCY.**

(a) **Initial Payment by the AGENCY.** The AGENCY shall be responsible for initial payment of all the Project costs as they are incurred. Following payment of such Project costs, the AGENCY shall submit invoices to WRCOG requesting reimbursement of eligible Project costs. Each invoice shall be accompanied by detailed contractor invoices, or other demands for payment addressed to the AGENCY, and documents evidencing the AGENCY’s payment of the invoices or demands for payment. Documents evidencing the AGENCY’S payment of the invoices shall be retained for four (4) years and shall be made available for review by WRCOG. The AGENCY shall submit invoices not more often than monthly and not less often than quarterly.

(b) **Review and Reimbursement by WRCOG.** Upon receipt of an invoice from the AGENCY, WRCOG may request additional documentation or explanation of the Project costs for which reimbursement is sought. Undisputed amounts shall be paid by WRCOG to the AGENCY within thirty (30) days. In the event that WRCOG disputes the eligibility of the AGENCY for reimbursement of all or a portion of an invoiced amount, the Parties shall meet and confer in an attempt to resolve the dispute. If the meet and confer process is unsuccessful in resolving the dispute, the AGENCY may appeal WRCOG’s decision as to the eligibility of one or more invoices to WRCOG’s Executive Director. The WRCOG Executive Director shall provide his/her decision in writing. If the AGENCY disagrees with the Executive Director’s decision, the AGENCY may appeal the decision of the Executive Director to the full WRCOG
Executive Committee, provided the AGENCY submits its request for appeal to WRCOG within ten (10) days of the Executive Director's written decision. The decision of the WRCOG Executive Committee shall be final. Additional details concerning the procedure for the AGENCY's submittal of invoices to WRCOG and WRCOG's consideration and payment of submitted invoices are set forth in Exhibit "B", attached hereto and incorporated herein by reference.

(c) **Funding Amount/Adjustment.** If a post Project audit or review indicates that WRCOG has provided reimbursement to the AGENCY in an amount in excess of the Maximum TUMF Share of the Project, or has provided reimbursement of ineligible Project costs, the AGENCY shall reimburse WRCOG for the excess or ineligible payments within 30 days of notification by WRCOG.

6. **Increases in Project Funding.** The Funding Amount may, in WRCOG's sole discretion, be augmented with additional TUMF Program Funds if the TUMF Nexus Study is amended to increase the maximum eligible TUMF share for the Project. Any such increase in the Funding Amount must be approved in writing by WRCOG's Executive Director. In no case shall the amount of TUMF Program Funds allocated to the AGENCY exceed the then-current maximum eligible TUMF share for the Project. No such increased funding shall be expended to pay for any Project already completed. For purposes of this Agreement, the Project or any portion thereof shall be deemed complete upon its acceptance by WRCOG's Executive Director which shall be communicated to the AGENCY in writing.

7. **No Funding for Temporary Improvements.** Only segments or components of the construction that are intended to form part of or be integrated into the Project may be funded by TUMF Program Funds. No improvement which is temporary in nature, including but not limited to temporary roads, curbs, tapers or drainage facilities, shall be funded with TUMF Program Funds, except as needed for staged construction of the Project.

8. **AGENCY's Funding Obligation to Complete the Project.** In the event that the TUMF Program Funds allocated to the Project represent less than the total cost of the Project, the AGENCY shall provide such additional funds as may be required to complete the Project.

9. **AGENCY's Obligation to Repay TUMF Program Funds to WRCOG; Exception For PA&ED Phase Work.** Except as otherwise expressly excepted within this paragraph, in the event that: (i) the AGENCY, for any reason, determines not to proceed with or complete the Project; or (ii) the Project is not timely completed, subject to any extension of time granted by WRCOG pursuant to the terms of this Agreement; the AGENCY agrees that any TUMF Program Funds that were distributed to the AGENCY for the Project shall be repaid in full to WRCOG, and the Parties shall enter into good faith negotiations to establish a reasonable repayment schedule and repayment mechanism. If the Project involves work pursuant to a PA&ED phase, AGENCY shall not be obligated to repay TUMF Program Funds to WRCOG relating solely to PA&ED phase work performed for the Project.

10. **AGENCY's Local Match Contribution.** AGENCY local match funding is not required, as shown in Exhibit "A" and as called out in the AGENCY's Project Nomination Form submitted to WRCOG in response to its Call for Projects.
11. **Term/Notice of Completion.** The term of this Agreement shall be from the date first herein above written until the earlier of the following: (i) the date WRCOG formally accepts the Project as complete, pursuant to Section 6; (ii) termination of this Agreement pursuant to Section 15; or (iii) the AGENCY has fully satisfied its obligations under this Agreement. All applicable indemnification provisions of this Agreement shall remain in effect following the termination of this Agreement.

12. **Representatives of the Parties.** WRCOG’s Executive Director, or his or her designee, shall serve as WRCOG’s representative and shall have the authority to act on behalf of WRCOG for all purposes under this Agreement. The AGENCY hereby designates Habib Motlagh, City Engineer, or his or her designee, as the AGENCY’s representative to WRCOG. The AGENCY’s representative shall have the authority to act on behalf of the AGENCY for all purposes under this Agreement and shall coordinate all activities of the Project under the AGENCY’s responsibility. The AGENCY shall work closely and cooperate fully with WRCOG’s representative and any other agencies which may have jurisdiction over or an interest in the Project.

13. **Expenditure of Funds by AGENCY Prior to Execution of Agreement.** Nothing in this Agreement shall be construed to prevent or preclude the AGENCY from expending funds on the Project prior to the execution of the Agreement, or from being reimbursed by WRCOG for such expenditures. However, the AGENCY understands and acknowledges that any expenditure of funds on the Project prior to the execution of the Agreement is made at the AGENCY’s sole risk, and that some expenditures by the AGENCY may not be eligible for reimbursement under this Agreement.

14. **Review of Services.** The AGENCY shall allow WRCOG’s Representative to inspect or review the progress of the Project at any reasonable time in order to determine whether the terms of this Agreement are being met.

15. **Termination.**
   
   (a) **Notice.** Either WRCOG or AGENCY may, by written notice to the other party, terminate this Agreement, in whole or in part, in response to a material breach hereof by the other Party, by giving written notice to the other party of such termination and specifying the effective date thereof. The written notice shall provide a 30 day period to cure any alleged breach. During the 30 day cure period, the Parties shall discuss, in good faith, the manner in which the breach can be cured.

   (b) **Effect of Termination.** In the event that the AGENCY terminates this Agreement, the AGENCY shall, within 180 days, repay to WRCOG any unexpended TUMF Program Funds provided to the AGENCY under this Agreement and shall complete any portion or segment of work for the Project for which TUMF Program Funds have been provided. In the event that WRCOG terminates this Agreement, WRCOG shall, within 90 days, distribute to the AGENCY TUMF Program Funds in an amount equal to the aggregate total of all unpaid invoices which have been received from the AGENCY regarding the Project at the time of the notice of termination; provided, however, that WRCOG shall be entitled to exercise its rights
under Section 5(b), including but not limited to conducting a review of the invoices and requesting additional information. Upon such termination, the AGENCY shall, within 180 days, complete any portion or segment of work for the Project for which TUMF Program Funds have been provided. This Agreement shall terminate upon receipt by the non-terminating Party of the amounts due to it hereunder and upon completion of the segment or portion of Project work for which TUMF Program Funds have been provided.

(c) Cumulative Remedies. The rights and remedies of the Parties provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement.

16. Prevailing Wages. The AGENCY and any other person or entity hired to perform services on the Project are alerted to the requirements of California Labor Code Sections 1770 et seq., which would require the payment of prevailing wages were the services or any portion thereof determined to be a public work, as defined therein. The AGENCY shall ensure compliance with these prevailing wage requirements by any person or entity hired to perform the Project. The AGENCY shall defend, indemnify, and hold harmless WRCOG, its officers, employees, consultants, and agents from any claim or liability, including without limitation attorneys, fees, arising from its failure or alleged failure to comply with California Labor Code Sections 1770 et seq.

17. Progress Reports. WRCOG may request the AGENCY to provide WRCOG with progress reports concerning the status of the Project.

18. Indemnification.

(a) AGENCY Responsibilities. In addition to the indemnification required under Section 16, the AGENCY agrees to indemnify and hold harmless WRCOG, its officers, agents, consultants, and employees from any and all claims, demands, costs or liability arising from or connected with all activities governed by this Agreement including all design and construction activities, due to negligent acts, errors or omissions or willful misconduct of the AGENCY or its subcontractors. The AGENCY will reimburse WRCOG for any expenditures, including reasonable attorneys’ fees, incurred by WRCOG, in defending against claims ultimately determined to be due to negligent acts, errors or omissions or willful misconduct of the AGENCY.

(b) WRCOG Responsibilities. WRCOG agrees to indemnify and hold harmless the AGENCY, its officers, agents, consultants, and employees from any and all claims, demands, costs or liability arising from or connected with all activities governed by this Agreement including all design and construction activities, due to negligent acts, errors or omissions or willful misconduct of WRCOG or its sub-consultants. WRCOG will reimburse the AGENCY for any expenditures, including reasonable attorneys’ fees, incurred by the AGENCY, in defending against claims ultimately determined to be due to negligent acts, errors or omissions or willful misconduct of WRCOG.

(c) Effect of Acceptance. The AGENCY shall be responsible for the professional quality, technical accuracy and the coordination of any services provided to
complete the Project. WRCOG's review, acceptance or funding of any services performed by the AGENCY or any other person or entity under this Agreement shall not be construed to operate as a waiver of any rights WRCOG may hold under this Agreement or of any cause of action arising out of this Agreement. Further, the AGENCY shall be and remain liable to WRCOG, in accordance with applicable law, for all damages to WRCOG caused by the AGENCY's negligent performance of this Agreement or supervision of any services provided to complete the Project.

19. **Insurance.** The AGENCY shall require, at a minimum, all persons or entities hired to perform the Project to obtain, and require their subcontractors to obtain, insurance of the types and in the amounts described below and satisfactory to the AGENCY and WRCOG. Such insurance shall be maintained throughout the term of this Agreement, or until completion of the Project, whichever occurs last.

(a) **Commercial General Liability Insurance.** Occurrence version commercial general liability insurance or equivalent form with a combined single limit of not less than $1,000,000.00 per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to the Project or be no less than two times the occurrence limit. Such insurance shall:

   (i) Name WRCOG and AGENCY, and their respective officials, officers, employees, agents, and consultants as insured with respect to performance of the services on the Project and shall contain no special limitations on the scope of coverage or the protection afforded to these insured;

   (ii) Be primary with respect to any insurance or self-insurance programs covering WRCOG and AGENCY, and/or their respective officials, officers, employees, agents, and consultants; and

   (iii) Contain standard separation of insured provisions.

(b) **Business Automobile Liability Insurance.** Business automobile liability insurance or equivalent form with a combined single limit of not less than $1,000,000.00 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.

(c) **Professional Liability Insurance.** Errors and omissions liability insurance with a limit of not less than $1,000,000.00 Professional liability insurance shall only be required of design or engineering professionals.

(d) **Workers' Compensation Insurance.** Workers' compensation insurance with statutory limits and employers' liability insurance with limits of not less than $1,000,000.00 each accident.

20. **Project Amendments.** Changes to the characteristics of the Project, including the deadline for Project completion, and any responsibilities of the AGENCY or WRCOG may be requested in writing by the AGENCY and are subject to the approval of WRCOG's
Representative, which approval will not be unreasonably withheld, provided that extensions of
time for completion of the Project shall be approved in the sole discretion of WRCOG's
Representative. Nothing in this Agreement shall be construed to require or allow completion of
the Project without full compliance with the California Environmental Quality Act (Public
Resources Code Section 21000 et seq., "CEQA") and the National Environmental Policy Act of
1969 (42 USC 4231 et seq.), if applicable, but the necessity of compliance with CEQA and/or
NEPA shall not justify, excuse, or permit a delay in completion of the Project.

21. **Conflict of Interest.** For the term of this Agreement, no member, officer or
employee of the AGENCY or WRCOG, during the term of his or her service with the AGENCY
or WRCOG, as the case may be, shall have any direct interest in this Agreement, or obtain any
present or anticipated material benefit arising therefrom.

22. **Limited Scope of Duties.** WRCOG's and the AGENCY's duties and obligations
under this Agreement are limited to those described herein. WRCOG has no obligation with
respect to the safety of any Project performed at a job site. In addition, WRCOG shall not be
liable for any action of AGENCY or its contractors relating to the condemnation of property
undertaken by AGENCY or construction related to the Project.

23. **Books and Records.** Each party shall maintain complete, accurate, and clearly
identifiable records with respect to costs incurred for the Project under this Agreement. They
shall make available for examination by the other party, its authorized agents, officers or
employees any and all ledgers and books of account, invoices, vouchers, canceled checks, and
other records or documents evidencing or related to the expenditures and disbursements charged
to the other party pursuant to this Agreement. Further, each party shall furnish to the other party,
its agents or employees such other evidence or information as they may require with respect to
any such expense or disbursement charged by them. All such information shall be retained by
the Parties for at least four (4) years following termination of this Agreement, and they shall
have access to such information during the four-year period for the purposes of examination or
audit.

24. **Equal Opportunity Employment.** The Parties represent that they are equal
opportunity employers and they shall not discriminate against any employee or applicant of
reemployment because of race, religion, color, national origin, ancestry, sex or age. Such non-
discrimination shall include, but not be limited to, all activities related to initial employment,
upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

25. **Governing Law.** This Agreement shall be governed by and construed with the
laws of the State of California.

26. **Attorneys' Fees.** If either party commences an action against the other party
arising out of or in connection with this Agreement, the prevailing party in such litigation shall
be entitled to have and recover from the losing party reasonable attorneys' fees and costs of suit.

27. **Time of Essence.** Time is of the essence for each and every provision of this
Agreement.
28. **Headings.** Article and Section Headings, paragraph captions or marginal headings contained in this Agreement are for convenience only and shall have no effect in the construction or interpretation of any provision herein.

29. **Public Acknowledgement.** The AGENCY agrees that all public notices, news releases, information signs and other forms of communication shall indicate that the Project is being cooperatively funded by the AGENCY and WRCOG TUMF Program Funds.

30. **No Joint Venture.** This Agreement is for funding purposes only and nothing herein shall be construed to make WRCOG a party to the construction of the Project or to make it a partner or joint venture with the AGENCY for such purpose.

31. **Compliance With the Law.** The AGENCY shall comply with all applicable laws, rules and regulations governing the implementation of the Qualifying Project, including, where applicable, the rules and regulations pertaining to the participation of businesses owned or controlled by minorities and women promulgated by the Federal Highway Administration and the Federal Department of Transportation.

32. **Notices.** All notices hereunder and communications regarding interpretation of the terms of this Agreement or changes thereto shall be provided by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

   **If to AGENCY:**
   
   City of Perris  
   Attn: City Engineer  
   101 North “D” Street  
   Perris, CA 92570  
   Telephone: (951) 943-6504  
   Facsimile: (951) 943-8416

   **If to WRCOG:**
   
   Western Riverside Council of Governments  
   Riverside County Administrative Center  
   4080 Lemon Street, Third Floor  
   Riverside, California 92501-3609  
   Attention: Ruthanne Taylor Berger, Deputy Executive Director  
   Telephone: (951) 955-8304  
   Facsimile: (951) 787-7991

Any notice so given shall be considered served on the other party three (3) days after deposit in the U.S. mail, first class postage prepaid, return receipt requested, and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred regardless of the method of service.

33. **Integration: Amendment.** This Agreement contains the entire agreement between the PARTIES. Any agreement or representation respecting matters addressed herein that are not
expressly set forth in this Agreement is null and void. This Agreement may be amended only by mutual written agreement of the PARTIES.

34. **Severability.** If any term, provision, condition or covenant of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby.

35. **Conflicting Provisions.** In the event that provisions of any attached appendices or exhibits conflict in any way with the provisions set forth in this Agreement, the language, terms and conditions contained in this Agreement shall control the actions and obligations of the Parties and the interpretation of the Parties' understanding concerning the Agreement.

36. **Independent Contractors.** Any person or entities retained by the AGENCY or any contractor shall be retained on an independent contractor basis and shall not be employees of WRCOG. Any personnel performing services on the Project shall at all times be under the exclusive direction and control of the AGENCY or contractor, whichever is applicable. The AGENCY or contractor shall pay all wages, salaries and other amounts due such personnel in connection with their performance of services on the Project and as required by law. The AGENCY or consultant shall be responsible for all reports and obligations respecting such personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance and workers' compensation insurance.

37. **Effective Date.** This Agreement shall not be effective until executed by both Parties. The failure of one party to execute this Agreement within forty-five (45) days of the other party executing this Agreement shall render any execution of this Agreement ineffective.

38. **No Third Party Beneficiaries.** There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

[SIGNATURES ON FOLLOWING PAGE]
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives to be effective on the day and year first above-written.

WESTERN RIVERSIDE COUNCIL
OF GOVERNMENTS

By: ___________________________ Date: 3-4-15
Rick Bishop
Executive Director

CITY OF PERRIS

By: ___________________________ Date:
Richard Belmudez
City Manager

Approved to Form:

By: ___________________________ Date: 4-21-15
Steven C. DeBaun
General Counsel

Approved to Form:

By: ___________________________ Date:
Eric Dunn
City Attorney

Attest:

By: ___________________________ Date:
Nancy Salazar
City Clerk
EXHIBIT "A"

SCOPE OF WORK

This Reimbursement Agreement pertains solely to the Planning (PA&ED) Phase of the project described below.

This project will widen Ramona Expressway between I-215 and Webster Avenue within the City of Perris to a total of six through lanes, with additional turn pockets at major intersections as warranted by traffic volumes. The project length is 0.4 miles. Within the project reach, the majority of the roadway has four existing lanes.

Along with lane widening, curb & gutter and sidewalks will be installed throughout the project limits, and where necessary traffic signal modifications will be completed. The project is located entirely within Perris City Limits, and the City will be the lead for all project phases.
### EXHIBIT “A-1”

**ESTIMATE OF COST**

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**EXHIBIT “A-2”**

**PROJECT SCHEDULE**

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Elements of Compensation

EXHIBIT “B”
PROCEDURES FOR SUBMITTAL, CONSIDERATION AND PAYMENT OF INVOICES

1. For professional services, WRCOG recommends that the AGENCY incorporate this Exhibit “B-1” into its contracts with any subcontractors to establish a standard method for preparation of invoices by contractors to the AGENCY and ultimately to WRCOG for reimbursement of AGENCY contractor costs.

2. Each month the AGENCY shall submit an invoice for eligible Project costs incurred during the preceding month. The original invoice shall be submitted to WRCOG’s Executive Director with a copy to WRCOG’s Project Coordinator. Each invoice shall be accompanied by a cover letter in a format substantially similar to that of Exhibit “B-2”.

3. For jurisdictions with large construction projects (with the total construction cost exceeding $10 million) under construction at the same time, may with the approval of WRCOG submit invoices to WRCOG for payment at the same time they are received by the jurisdiction. WRCOG must receive the invoice by the 5th day of the month in order to process the invoice within 30 days. WRCOG will retain 10% of the invoice until all costs have been verified as eligible and will release the balance at regular intervals not more than quarterly and not less than semi-annually. If there is a discrepancy or ineligible costs that exceed 10% of the previous invoice WRCOG will deduct that amount from the next payment.

4. Each invoice shall include documentation from each contractor used by the AGENCY for the Project, listing labor costs, subcontractor costs, and other expenses. Each invoice shall also include a monthly progress report and spreadsheets showing the hours or amounts expended by each contractor or subcontractor for the month and for the entire Project to date. Samples of acceptable task level documentation and progress reports are attached as Exhibits “B-4” and “B-5”. All documentation from the Agency’s contractors should be accompanied by a cover letter in a format substantially similar to that of Exhibit “B-3”.

5. If the AGENCY is seeking reimbursement for direct expenses incurred by AGENCY staff for eligible Project costs, the AGENCY shall provide the same level of information for its labor and any expenses as required of its contractors pursuant to Exhibit “B” and its attachments.

6. Charges for each task and milestone listed in Exhibit “A” shall be listed separately in the invoice.

7. Each invoice shall include a certification signed by the AGENCY Representative or his or her designee which reads as follows:
"I hereby certify that the hours and salary rates submitted for reimbursement in this invoice are the actual hours and rates worked and paid to the contractors or subcontractors listed.

Signed ________________________

Title __________________________

Date __________________________

Invoice No. _____________________

8. WRCOG will pay the AGENCY within 30 days after receipt by WRCOG of an invoice. If WRCOG disputes any portion of an invoice, payment for that portion will be withheld, without interest, pending resolution of the dispute, but the uncontested balance will be paid.

9. The final payment under this Agreement will be made only after: (I) the AGENCY has obtained a Release and Certificate of Final Payment from each contractor or subcontractor used on the Project; (ii) the AGENCY has executed a Release and Certificate of Final Payment; and (iii) the AGENCY has provided copies of each such Release to WRCOG.
EXHIBIT “B-1”
[Sample for Professional Services]

For the satisfactory performance and completion of the Services under this Agreement, Agency will pay the Contractor compensation as set forth herein. The total compensation for this service shall not exceed (____INSERT WRITTEN DOLLAR AMOUNT____) ($____INSERT NUMERICAL DOLLAR AMOUNT____) without written approval of Agency’s City Manager [or applicable position] (“Total Compensation”).

1. ELEMENTS OF COMPENSATION.

Compensation for the Services will be comprised of the following elements: 1.1 Direct Labor Costs; 1.2 Fixed Fee; and 1.3 Additional Direct Costs.

1.1 DIRECT LABOR COSTS.

Direct Labor costs shall be paid in an amount equal to the product of the Direct Salary Costs and the Multiplier which are defined as follows:

1.1.1 DIRECT SALARY COSTS

Direct Salary Costs are the base salaries and wages actually paid to the Contractor’s personnel directly engaged in performance of the Services under the Agreement. (The range of hourly rates paid to the Contractor’s personnel appears in Section 2 below.)

1.1.2 MULTIPLIER

The Multiplier to be applied to the Direct Salary Costs to determine the Direct Labor Costs is ________________, and is the sum of the following components:

1.1.2.1 Direct Salary Costs ________________

1.1.2.2 Payroll Additives ________________

The Decimal Ratio of Payroll Additives to Direct Salary Costs. Payroll Additives include all employee benefits, allowances for vacation, sick leave, and holidays, and company portion of employee insurance and social and retirement benefits, all federal and state payroll taxes, premiums for insurance which are measured by payroll costs, and other contributions and benefits imposed by applicable laws and regulations.

1.1.2.3 Overhead Costs ________________
The Decimal Ratio of Allowable Overhead Costs to the Contractor Firm's Total Direct Salary Costs. Allowable Overhead Costs include general, administrative and overhead costs of maintaining and operating established offices, and consistent with established firm policies, and as defined in the Federal Acquisitions Regulations, Part 31.2.

Total Multiplier
(sum of 1.1.2.1, 1.1.2.2, and 1.1.2.3)

1.2 Fixed Fee.

1.2.1 The fixed fee is $______________________.

1.2.2 A pro-rata share of the Fixed Fee shall be applied to the total Direct Labor Costs expended for services each month, and shall be included on each monthly invoice.

1.3 Additional Direct Costs.

Additional Direct Costs directly identifiable to the performance of the services of this Agreement shall be reimbursed at the rates below, or at actual invoiced cost.

Rates for identified Additional Direct Costs are as follows:

<table>
<thead>
<tr>
<th>ITEM</th>
<th>REIMBURSEMENT RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Per Diem</td>
<td>$ /day</td>
</tr>
<tr>
<td>Car mileage</td>
<td>$ /mile</td>
</tr>
<tr>
<td>Travel</td>
<td>$ /trip</td>
</tr>
<tr>
<td>Computer Charges</td>
<td>$ /hour</td>
</tr>
<tr>
<td>Photocopies</td>
<td>$ /copy</td>
</tr>
<tr>
<td>Blueline</td>
<td>$ /sheet</td>
</tr>
<tr>
<td>LD Telephone</td>
<td>$ /call</td>
</tr>
<tr>
<td>Fax</td>
<td>$ /sheet</td>
</tr>
<tr>
<td>Photographs</td>
<td>$ /sheet</td>
</tr>
</tbody>
</table>

Travel by air and travel in excess of 100 miles from the Contractor's office nearest to Agency's office must have Agency's prior written approval to be reimbursed under this Agreement.
2. DIRECT SALARY RATES

Direct Salary Rates, which are the range of hourly rates to be used in determining Direct Salary Costs in Section 1.1.1 above, are given below and are subject to the following:

2.1 Direct Salary Rates shall be applicable to both straight time and overtime work, unless payment of a premium for overtime work is required by law, regulation or craft agreement, or is otherwise specified in this Agreement. In such event, the premium portion of Direct Salary Costs will not be subject to the Multiplier defined in Paragraph 1.1.2 above.

2.2 Direct Salary Rates shown herein are in effect for one year following the effective date of the Agreement. Thereafter, they may be adjusted annually to reflect the Contractor's adjustments to individual compensation. The Contractor shall notify Agency in writing prior to a change in the range of rates included herein, and prior to each subsequent change.

POSITION OR CLASSIFICATION	RANGE OF HOURLY RATES

[***sample***]

Principal		$ .00 - $ .00/hour
Project Manager	$ .00 - $ .00/hour
Sr. Engineer/Planner	$ .00 - $ .00/hour
Project Engineer/Planner	$ .00 - $ .00/hour
Assoc. Engineer/Planner	$ .00 - $ .00/hour
Technician		$ .00 - $ .00/hour
Drafter/CADD Operator	$ .00 - $ .00/hour
Word Processor		$ .00 - $ .00/hour

2.3 The above rates are for the Contractor only. All rates for subcontractors to the Contractor will be in accordance with the Contractor's cost proposal.

3. INVOICING.

3.1 Each month the Contractor shall submit an invoice for Services performed during the preceding month. The original invoice shall be submitted to Agency's Executive Director with two (2) copies to Agency's Project Coordinator.

3.2 Charges shall be billed in accordance with the terms and rates included herein, unless otherwise agreed in writing by Agency's Representative.

3.3 Base Work and Extra Work shall be charged separately, and the charges for each task and Milestone listed in the Scope of Services, shall be listed separately. The charges for each individual assigned by the Contractor under this Agreement shall be listed separately on an attachment to the invoice.
3.4 A charge of $500 or more for any one item of Additional Direct Costs shall be accompanied by substantiating documentation satisfactory to Agency such as invoices, telephone logs, etc.

3.5 Each copy of each invoice shall be accompanied by a Monthly Progress Report and spreadsheets showing hours expended by task for each month and total project to date.

3.6 If applicable, each invoice shall indicate payments to DBE subcontractors or supplies by dollar amount and as a percentage of the total invoice.

3.7 Each invoice shall include a certification signed by the Contractor's Representative or an officer of the firm which reads as follows:

I hereby certify that the hours and salary rates charged in this invoice are the actual hours and rates worked and paid to the employees listed.

Signed
Title
Date
Invoice No.

4. PAYMENT

4.1 Agency shall pay the Contractor within four to six weeks after receipt by Agency of an original invoice. Should Agency contest any portion of an invoice, that portion shall be held for resolution, without interest, but the uncontested balance shall be paid.

4.2 The final payment for Services under this Agreement will be made only after the Contractor has executed a Release and Certificate of Final Payment.
EXHIBIT B-2
Sample Cover Letter to WRCOG

Date
Western Riverside Council of Governments
Riverside County Administrative Center
4080 Lemon Street, Third Floor
Riverside, California 92501-3679
Attention: Deputy Executive Director
ATTN: Accounts Payable

Re: Project Title - Invoice #__

Enclosed for your review and payment approval is the AGENCY’s invoice for professional and technical services that was rendered by our contractors in connection with the 2002 Measure “A” Local Streets and Roads Funding per Agreement No. _______ effective (Month/Day/Year). The required support documentation received from each contractor is included as backup to the invoice.

Invoice period covered is from (Month/Date/Year) to (Month/Date/Year).

Total Authorized Agreement Amount: $0,000,000.00

Total Invoiced to Date: $0,000,000.00
Total Previously Invoiced: $0,000,000.00
Balance Remaining: $0,000,000.00

Amount due this Invoice: $0,000,000.00

I certify that the hours and salary rates charged in this invoice are the actual hours and rates worked and paid to the contractors listed.

By: ________________________________
  Name
  Title

cc:
EXHIBIT B-3
Sample Letter from Contractor to AGENCY

Month/Date/Year

Western Riverside Council of Governments
Riverside County Administrative Center
4080 Lemon Street, Third Floor
Riverside, California 92501-3679
Attention: Deputy Executive Director
Attn: Accounts Payable

Invoice #________________

For [type of services] rendered by [contractor name] in connection with [name of project].
This is per agreement No. XX-XX-XXX effective __Month/Date/Year__. 

Invoice period covered is from __Month/Date/Year__ to __Month/Date/Year__.

Total Base Contract Amount: $000,000.00
Authorized Extra Work (if Applicable) $000,000.00

----------------
TOTAL AUTHORIZED CONTRACT AMOUNT: $000,000.00

Total Invoice to Date: $000,000.00
Total Previously Billed: $000,000.00
Balance Remaining: $000,000.00

Amount Due this Invoice: $000,000.00

I certify that the hours and salary rates charged in this invoice are the actual hours and rates 
 worked and paid to the employees listed,

By: ______________________
  Name
  Title
EXHIBIT B-4
SAMPLE TASK SUMMARY SCHEDULE
(OPTIONAL)
EXHIBIT B-5
Sample Progress Report

REPORTING PERIOD: Month/Date/Year to Month/Date/Year
PROGRESS REPORT: #1

A. Activities and Work Completed during Current Work Periods

TASK 01 – 100% PS&E SUBMITTAL
1. Responded to Segment 1 comments from Department of Transportation
2. Completed and submitted Segment 1 final PS&E

B. Current/Potential Problems Encountered & Corrective Action

<table>
<thead>
<tr>
<th>Problems</th>
<th>Corrective Action</th>
</tr>
</thead>
<tbody>
<tr>
<td>None</td>
<td>None</td>
</tr>
</tbody>
</table>

C. Work Planned Next Period

TASK 01 – 100% PS&E SUBMITTAL
1. Completing and to submit Traffic Signal and Electrical Design plans
2. Responding to review comments
CITY COUNCIL
AGENDA SUBMITTAL

Meeting Date: September 8, 2015

SUBJECT: TODEC Legal Center request for a Proclamation for their Annual MultiCultural Celebration and; a request for a fee waiver for use of the City of Perris campus

REQUESTED ACTION: That the City Council consider approving a Proclamation for the TODEC Legal Center Annual MultiCultural Celebration and; a waiver of rental fees for the event to be held on September 27,

CONTACT: Sabrina Chavez, Assistant Director of Community Services and Housing

BACKGROUND/DISCUSSION:

TODEC Legal Center is a non-profit organization which provides tools needed for immigrants so that they can actively participate in the communities in which they reside. They will be hosting a Annual Community Festival to be held on September 27, 2015. The purpose of the Annual Community Festival event is to offer a free community celebration with cultural exchange, artistic/cultural entertainment, community resources, and community education. TODEC has requested a Proclamation for the event to be presented at a later date.

TODEC Legal Center is also requesting the City of Perris City Council authorize the waiver of rental fees associated with the reservation of the City of Perris campus and Bob Glass Gym for the event. A copy of the letter request is attached with this submittal. The total value of the requested fee waiver is $2,450.00 (refundable deposit $250.00 and $2,200.00 for rental and staff cost for Bob Glass Gym and City campus).

FISCAL IMPACT: The fee for use of campus and gym is $2,450.00. This amount includes the rental, staff, and deposit fees.

Prepared by: Spencer Campbell, Recreation Supervisor II

Reviewed By: Darren Madkin, Deputy City Manager

City Attorney: ________

Assistant City Manager: Ron Carr

Attachments: Letter request from TODEC Legal Center Proclamation
August 11, 2015

City of Perris  
101 North D St.  
Perris CA 92570

RE: TODEC’s Annual Community Festival

Dear Sir or Madam,

This year we will be having “TODEC’s Annual Multicultural Celebration” in September 27, 2015. TODEC began this annual celebration since 1998 in the city of Perris and since then these festivities have grown bigger every year.

Our free community celebration is an encounter with cultural exchange, artistic/cultural entertainment, community resources, and community education. For decades TODEC has provided the tools needed so that immigrants can actively participate in the American communities in which they reside.

At this time we are asking for the City Council to allow TODEC to have its annual festival on the City of Perris campus and consider waiving all fees associated to this free community event.

TODEC’s mission is to empower disenfranchised immigrant communities in Riverside, San Bernardino and Imperial Counties, to become economically, socially, educationally, and civically self-sufficient while enhancing individual self-esteem.

Should you have any questions, please contact Luz Gallegos at (951) 443-8458.

Luz Maria Ayala  
Executive Director
City of Perris Community Services Department  
101 North D St.  
Perris, CA 92570  
Phone: (951) 943-6100  
FAX: –  
Email: –

Company: TODEC Legal Center  
234 South D Street  
Perris, CA 92570

Agent: Luz Gallegos

Home: (951) 443-8458

Permit Contract

Permit #9000906, Pending approval  
Aug 12, 2015 8:55 AM  
Expires Sep 30, 2015

Customer Type: Non-Profit/ Resident  
Prepared By: Spencer Campbell

Charges | Taxes | Discounts | Total Charges | Deposits | Deposit Taxes | Total Payments | Refunds | Balance
---|---|---|---|---|---|---|---|---
$2,200.00 | $0 | $0 | $2,200.00 | $0 | $0 | $0 | $0 | $2,200.00

**RESERVATIONS**

<table>
<thead>
<tr>
<th>Event</th>
<th>Resource</th>
<th>Center</th>
<th>Notes</th>
</tr>
</thead>
</table>
| Community Workshop Festival | Bob Glass Complex | Bob Glass Gymnasium  
101 North D St  
Perris, CA 92570  
(951) 943-6603 | – |

<table>
<thead>
<tr>
<th>Days Requested</th>
<th>Event Begins</th>
<th>Duration</th>
<th>Event Ends</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sunday Sep 27, 2015</td>
<td>7:00 AM</td>
<td>10 hours</td>
<td>Sep 27, 2015 at 5:00 PM</td>
</tr>
</tbody>
</table>

Summary

Total Number of Dates: 1  
Total Time: 10 hours

**CHARGES**

<table>
<thead>
<tr>
<th>Description</th>
<th>Event / Resource</th>
<th>Unit Fee</th>
<th>Units</th>
<th>Tax</th>
<th>Charge</th>
</tr>
</thead>
</table>
| Rental - Hourly Fee | Community Workshop Festival #9000906  
Bob Glass Complex | $200.00 | 10.00 | – | $2,000.00 |
| Rental - Staff Hourly Fee | Community Workshop Festival #9000906  
Bob Glass Complex | $20.00 | 10.00 | – | $200.00 |

**CUSTOM QUESTIONS**

<table>
<thead>
<tr>
<th>Question</th>
<th>Answer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Has Certificate of Insurance naming The City of Perris as an additional insured been provided?</td>
<td>No</td>
</tr>
<tr>
<td>Customer Remitted Deposit?</td>
<td>No</td>
</tr>
<tr>
<td>Will your event use the following?</td>
<td>Live Band</td>
</tr>
<tr>
<td>Is your organization a Non-Profit?</td>
<td>Yes</td>
</tr>
</tbody>
</table>

https://activenet008.active.com/perris/servlet/PermitDetail.sdf?id=1075&new_window=yes
<table>
<thead>
<tr>
<th>Question</th>
<th>Answer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Do you have a Letter of Determination from the I.R.S.?</td>
<td>No</td>
</tr>
<tr>
<td>Will your event require Security?</td>
<td>No</td>
</tr>
<tr>
<td>Will the event be open to the public?</td>
<td>Yes</td>
</tr>
<tr>
<td>List additional equipment used for Event:</td>
<td>Tables, Chairs, Other</td>
</tr>
</tbody>
</table>

Terms & Conditions: This Agreement, when signed by the applicant and a representative of the City of Perris Community Services, constitutes a contractual agreement binding both parties to certain obligations. The applicant agrees to observe and obey all Rules and Regulations. In addition, it shall be the responsibility of the applicant to pay the required fee at the time of reservation. Balance due must be paid before the scheduled event. The City of Perris Community Services agrees to maintain the facility, to assure that the facility is prepared properly for the agreed-upon event, and to provide adequate sanitation facilities, subject to available equipment, resources, weather conditions and time of year.
TEMPORARY USE PERMIT APPLICATION
Application must be submitted 30 days prior to event

- Parade: submit a copy of the parade route
- No. of vehicles
- No. of animals
- Carnival/Festival
- Special Event/Celebration
- Block Party
- Sales Trailer (include related case with Tract Map Number)
- Other:

Applicant/organization: Topec Legal Center  Telephone: 951-443-8158

Email Address: Luz.Galleres@topec.org

Mailing Address: PO Box 1733  Perris  CA  92570
Street City State Zip

Contact person: Luz Galleres  Telephone: 951-443-8488

Property Owner's Name: Telephone:

Mailing Address: PO Box 1733  Perris  CA  92570
Street City State Zip

LOCATION: City Campus / Topec's Annual Community Festival & Parade including pedestrians, speculators, equestrian units on city Hall campus and Dist

Description of Event:

Assessor's Parcel No.(s):

<table>
<thead>
<tr>
<th>No. of Restrooms</th>
<th>No. of Daily Attendance</th>
<th>Hours of Operation</th>
</tr>
</thead>
<tbody>
<tr>
<td>4</td>
<td>300</td>
<td>9-5</td>
</tr>
</tbody>
</table>

No. of Parking Spaces Dates of Event No. of Trash Containers

300 09/17 8/25/2015

Applicant's Signature Date

Property Owner's Signature Date

Note:
Insurance certificate required naming the City of Perris as additionally insured.

1. Owner authorizing an agent to act on his behalf must file with the City. The attached authorization form must be notarized
2. Applicant shall submit an 8 1/2 x 11 site plan indicating location/address and must identify all facilities. Please see attached listing.
3. Tract map garage sales office and/or temporary trailer submittal package must include TTM and location of the trailer, elevations, floor plans, color and materials board.
4. Parking for model home real estate complex: 5 spaces min., plus 2 spaces for every model home unit.
Meeting Date: September 8, 2015

SUBJECT: Resolution to Adopt the Annual Health Plan Premium Adjustment for Calendar Year 2016

REQUESTED ACTION: Approve a Resolution Adopting the Annual Health Plan Premium Adjustment.

CONTACT: Jennifer Erwin, Assistant Director of Finance

BACKGROUND/DISCUSSION:

The Memorandum of Understanding between the City and Teamsters Local 911 (representing general unit employees) obligates the City to “pay the median amount of all medical insurance offered for medical insurance premiums for the employee and two dependents” (Fringe Benefits, Section 30.1). Such insurance shall be offered through a contract with Public Employees Retirement system (Fringe Benefits, Section 30.2)

Per California Public Employees’ Retirement Law, the City of Perris, as a contracting agency with the State Employees Retirement System, is required to adopt a resolution approving premium changes to health plans offered to its employees. All plans offered through the Public Employees Retirement System have increased their premium rates for the calendar year 2016 from 3% to 19%. Overall, this increases the median amount from $1,533.98 to $1,650.35 per month.

BUDGET (or FISCAL) IMPACT:

Approximate increase in expenditures of up to $48,180 for six months (January-June 2016) is dependent upon the level of employee participation and choice of health plan.

Reviewed by:

Assistant City Manager

Attachments: Resolution
Calculation of median amount

Consent: 9.08.2015
RESOLUTION NUMBER

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, ADOPTING THE ANNUAL HEALTH PLAN PREMIUM ADJUSTMENT FOR CALENDAR YEAR 2015

WHEREAS, Government Code Section 22892 provides that a local agency contracting under the Public Employees’ Medical and Hospital Care Act shall fix the amount of the employer’s contribution at an amount not less than the amount required under Section 22892(b)(1) of the Act, and

WHEREAS, the City of Perris is a local agency under the Act; now, therefore be it, and

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

That the employer’s contribution of each employee or annuitant shall be the amount necessary to pay the full cost of his/her enrollment, including the enrollment of family members, in a health benefits plan up to a maximum of:

<table>
<thead>
<tr>
<th>CODE</th>
<th>BARGAINING UNIT</th>
<th>CONTRIBUTION PER MONTH</th>
</tr>
</thead>
<tbody>
<tr>
<td>001</td>
<td>General Unit</td>
<td>$1,650.35</td>
</tr>
</tbody>
</table>

Plus administrative fees and Contingency Fund Assessments; and be it further

NOW, THEREFORE, BE IT RESOLVED That City of Perris has fully complied with any and all applicable provisions of Government Code Section 7507 in electing the benefits set forth above.

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

Section 1. All eligible employees may elect not to participate in the City-paid health care benefit plan if said employee has proof of medical coverage from another source.

Section 2. Upon written documentation to the Finance Director, such employee receives one-half of the monthly median amount that would have been provided for City-paid health care benefits, payable on the first payroll of each month, not to exceed $825.18 (calendar year 2016).
Section 3. Should employee require future City-paid health care coverage, employee must wait until the next open enrollment period to elect coverage.

ADOPTED, SIGNED and APPROVED this 8th day of September 2015.

MAYOR OF THE CITY OF PERRIS
DARYL BUSCH

Attest:
Attachment: Median Insurance Calculation 2016

City Clerk Nancy Salazar

STATE OF CALIFORNIA  )
COUNTY OF RIVERSIDE  ) §
CITY OF PERRIS  )

I, Nancy Salazar, CITY CLERK OF THE CITY OF PERRIS, DO HEREBY CERTIFY that the foregoing Resolution Number __________ was duly adopted by the City Council of the City of Perris at a regular meeting of said Council on the 8th day of September, 2015, and that it was so adopted by the following vote:

AYES:
NOES:

Nancy Salazar, City Clerk
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>PERSCare</td>
<td>1,517.36</td>
<td>2,580.79</td>
<td>1,659.37</td>
<td>1,709.03</td>
<td>1,979.90</td>
</tr>
<tr>
<td>Blue Shield Access+</td>
<td>1,305.02</td>
<td>1,674.22</td>
<td>1,412.35</td>
<td>1,556.52</td>
<td>1,702.66</td>
</tr>
<tr>
<td>PERS Choice</td>
<td>1,333.18</td>
<td>1,589.38</td>
<td>1,591.85</td>
<td>1,545.44</td>
<td>1,777.65</td>
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<tr>
<td>Kaiser</td>
<td>1,368.09</td>
<td>1,453.27</td>
<td>1,567.25</td>
<td>1,507.48</td>
<td>1,573.13</td>
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<tr>
<td>Blue Shield NetValue</td>
<td>1,161.37</td>
<td>1,430.08</td>
<td>1,188.64</td>
<td>1,458.83</td>
<td>1,732.51</td>
</tr>
<tr>
<td>PERS Select</td>
<td>2,452.48</td>
<td>1,160.87</td>
<td>1,524.43</td>
<td>1,522.51</td>
<td>1,625.52</td>
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<tr>
<td>Anthem Select</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1,650.35</td>
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<tr>
<td>Anthem Traditional</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1,848.05</td>
</tr>
<tr>
<td>Health Net Salud y Mas</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1,393.55</td>
</tr>
<tr>
<td>Health Net SmartCare</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1,552.15</td>
</tr>
<tr>
<td>Unitedhealthcare</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1,284.37</td>
</tr>
</tbody>
</table>

**Median Value**

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Median Value</strong></td>
<td>1,350.64</td>
<td>1,521.33</td>
<td>1,545.84</td>
<td>1,533.98</td>
<td>1,650.35</td>
</tr>
</tbody>
</table>
CITY COUNCIL
AGENDA SUBMITTAL

Meeting Date: September 8, 2015

SUBJECT: Right-of-Way Certification - State/Federally Funded Projects

REQUESTED ACTION: Adopt Resolution Authorizing City Manager & City Engineer to Sign Documents

CONTACT: Habib Motlagh, City Engineer

BACKGROUND/DISCUSSION: The processing of State/Federally Funded Projects require the right-of-way certification to be signed by an authorized Agent of the City. The resolution also includes approval/submittal of other documents to State and other Federal Agencies.

BUDGET (or FISCAL) IMPACT: No direct impact.

Reviewed by:

City Attorney
Assistant City Manager *QE for Ron Carr*

Attachments: Resolution

Consent: Yes
Public Hearing: No
Business Item: Other:
RESOLUTION NUMBER (Next in order)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, APPROVING AND AUTHORIZING CITY MANAGER OR CITY ENGINEER TO EXECUTE ALL RIGHT-OF-WAY CERTIFICATIONS AND OTHER DOCUMENTS FOR ALL STATE AND/OR FEDERALLY FUNDED PROJECTS AND TO SIGN ALL STATE AND/OR FEDERAL FUNDING DOCUMENTS ASSOCIATED WITH GRANT FUNDING ALLOCATIONS BETWEEN THE CITY OF PERRIS AND THE STATE OF CALIFORNIA

WHEREAS, all federally funded right-of-way projects are implemented through the California Department of Transportation (Caltrans); and

WHEREAS, pursuant to Section 17.08.14.11 of Chapter 17 of the Caltrans Right-of-Way Manual, “Right-of-Way” certification must be executed by an authorized official of the City of Perris; and

WHEREAS, in accordance with said section of the Caltrans Right-of-Way Manual a resolution giving a responsible agency official blanket authority to execute Right-of-Way certifications must be adopted by the City Council; and

WHEREAS, prior to requesting authorization to advertise and award a construction contract, the local agency responsible for the project must prepare, sign, and submit a right-of-way certification to Caltrans.

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

Section 1. The City Council hereby authorizes City Manager and City Engineer to execute all Right-of-Way Certifications for all state and/or federally funded projects.

Section 2. The City Council hereby authorizes City Manager and City Engineer to sign and submit all Funding Allocation Request Letters and Documents for all state and/or federally funded projects.

Section 3. The City Clerk shall attest and certify to the passage and adoption of this Resolution and it shall become effective immediately upon its approval.
ADOPTED, SIGNED and APPROVED this 8th day of September, 2015.

Mayor Daryl R. Busch

ATTEST:

City Clerk Nancy Salazar

STATE OF CALIFORNIA      )
COUNTY OF RIVERSIDE     ) §
CITY OF PERRIS          )

I, Nancy Salazar, CITY CLERK OF THE CITY OF PERRIS, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Resolution Number (Next in order) was duly and regularly adopted by the City Council of the City of Perris at a regular meeting held the 8th day of September, 2015 by the following called vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

City Clerk Nancy Salazar
MEETING DATE: September 8, 2015

SUBJECT: One Year Contract Extension Landscape Architectural Services For the D Street Public Area Enhancements Project (CIP #S-007-073)

REQUESTED ACTION: Approve a one year contract services agreement extension with IMA Design Group, Inc., for the CDBG funded D Street Public Area Enhancements Project, and authorize the City Manager to execute the Contract, subject to non-substantive changes from the City Attorney’s Office

CONTACT: Ron Carr, Assistant City Manager

BACKGROUND/DISCUSSION:

On October 8, 2013 the City Council renewed the Contract Services Agreement between the City of Perris and IMA Design Group, Inc. for Landscape Architectural Design Services for the D Street Public Area Enhancements Project (CIP #S-007-073). Staff has exhausted the maximum extension permitted administratively by the Agreement, and any additional Contract extension must be approved by the City Council. Staff is recommending a one year extension to complete the remaining work. The original Agreement was awarded at $312,023. Approximately 91% of the design work and budget is complete, and additional time is needed to complete the remaining portion of the work. The value of the remaining work is $27,000. No additional funds are needed to complete the work.

As this is a Federal CDBG Contract, Staff has consulted the GSA List of Parties Excluded from Federal Procurement and Nonprocurement Programs, and has verified the eligibility status of IMA Design Group, Inc. If the contract is awarded by the City Council, Staff will review the required insurance certificates and insurance endorsements, and will request that the City Attorney review and approve the landscape services contract. Therefore, staff is recommending that the City Council authorize the City Manager to extend the Contract between the City of Perris and IMA Design Group, Inc., subject to non-substantive changes from the City Attorney’s Office, in the amount of $27,000.00.

BUDGET (or FISCAL) IMPACT:

The Landscape Architectural Contract amount for IMA Design Group, Inc. would be $27,000.00. Funding for the D Street Public Area Enhancements Project design has been accounted for in the 2015-16 CIP Program #CIP S-007 and #S-073.

Reviewed by:

City Attorney: Pending
Assistant City Manager: [Signature for Ron Carr]

Attachment(s): Draft Contract Services Agreement with IMA Design Group, Inc.
Consent: X
Public Hearing:
Business Item:
Other:
CITY OF PERRIS
CONTRACT SERVICES AGREEMENT FOR
D STREET PUBLIC AREA ENHANCEMENTS PROJECT

THIS CONTRACT SERVICES AGREEMENT (herein "Agreement") is made and entered into this 14th day of July, 2015, by and between the CITY OF PERRIS, a municipal corporation, (herein "City") and IMA DESIGN GROUP, INC., (herein "Contractor").

NOW, THEREFORE, the parties hereto agree as follows:

1.0 SERVICES OF CONTRACTOR

1.1 Scope of Services.

In compliance with all of the terms and conditions of this Agreement, the Contractor shall perform the work or services set forth in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by reference. This project is financed by Community Development Block Grant funds [24 CFR 570], from the U.S. Department of Housing and Urban Development, such that this Agreement is subject to the Federal procurement, contracting and equal opportunity requirements included herein. Contractor warrants that all work and services set forth in the Scope of Services will be performed in a competent, professional and satisfactory manner.

1.2 Compliance With Law.

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

1.3 Licenses, Permits, Fees and Assessments.

Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement.

1.4 Additional Services

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum, (ii) Phase Contract Sum, and/or (iii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation of up to five percent (5%) of the Contract Sum or $25,000; whichever is less, or in the time to perform of up to one hundred eighty (180) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively must be approved by the City Council. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of
Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefore.

1.5 Preparation of Designs.

Contractor has been hired to perform the services described in this Agreement, which include the creation of one or more designs, drawings, or plans ("Designs"). Within the scope of the services under this Agreement, Contractor is developing an estimate for the construction phase of the Project shown or described in the Designs ("Construction Budget"). Contractor shall be responsible to do Project estimating to create Designs which will enable the Project to be constructed within an amount which shall not exceed the Construction Budget by more than ten percent (10%). Should City solicit bids for construction of the Project, as such Project has been designed by Contractor, and the lowest responsible bid exceeds the Construction Budget by more than ten percent (10%), Contractor agrees to revise the previous Designs, or to create new Designs, at no additional cost to City, so that a new price can be negotiated or the Project can be re-bid so that the Project does not exceed the Construction Budget by more than ten percent (10%). Notwithstanding the foregoing, Contractor is not responsible for changes in the Project scope initiated by City and all such changes shall include appropriate mutually agreed changes to the Construction Budget. Contractor is also not responsible for increased cost of materials, labor, transportation, taxes or other costs associated with material shortages, strikes, wars, natural disasters or any other act not directly under the control of the Contractor, and all such changes shall include appropriate mutually agreed changes to the Construction Budget.

2.0 COMPENSATION

2.1 Contract Sum.

For the services rendered pursuant to this Agreement, the Contractor shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "B" and incorporated herein by this reference, but not exceeding the maximum contract amount of twenty-seven thousand and 00/100 dollars ($27,000.00) (herein "Contract Sum"). For the services rendered pursuant to this Agreement, the Contractor shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "B" and incorporated herein by this reference, but not exceeding the maximum contract amount for each phase as follows: Phase I, two thousand and 00/100 dollars ($2,000.00); Phase II, ten thousand and 00/100 dollars ($10,000.00); Phase III fourteen thousand and 00/100 dollars ($14,000.00); (herein "Phase Contract Sum"), except as provided in Section 1.4. The method of compensation shall include: The method of compensation shall include: (i) payment issued at satisfactory completion of one hundred percent (100%) of the services during Phase I, as determined by the City; (ii) payment issued at satisfactory completion of one hundred percent (100%) of the services during Phase II as determined by City; (iii) payment issued at satisfactory completion of one hundred percent (100%) of the services during Phase III, as determined by the City; and (iv) allowable expenses shall be reimbursed at cost upon City's receipt of an invoice therefore; allowable reimbursable items including mileage, overnight mailing, reprographic services and plotting. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the
City (See Exhibit A); Contractor shall not be entitled to any additional compensation for attending said meetings.

2.2 Method of Payment.

Contractor shall submit to the City, an invoice for services rendered prior to the date of the invoice. Except as provided in Section 7.3, and in accordance with the “Schedule of Compensation,” Exhibit “B”, and upon receipt and approval of the invoice by the City, City shall pay Contractor within a reasonably prompt manner consistent with City’s normal procedures for payable accounts, but not to exceed thirty (30) days from the date that the invoice is received by City.

3.0 PERFORMANCE SCHEDULE

3.1 Time of Essence.

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

3.2 Schedule of Performance.

Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the “Schedule of Performance” attached hereto as Exhibit “C” and incorporated herein by this reference. When requested by the Contractor, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred twenty (120) days cumulatively, if deemed necessary by the Contract Officer.

3.3 Liquidated Damages.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City the sum of Two Hundred Fifty Dollars ($250) as liquidated damages for each working week of delay in the performance of any service required hereunder, as specified in the Schedule of Performance. The City may withhold from any monies payable on account of services performed by the Contractor any accrued liquidated damages.

3.4 Force Majeure.

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

3.5 Term.

Unless earlier terminated in accordance with Section 7.8 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) year from the date hereof, except as otherwise provided in the Schedule of Performance.

4.0 COORDINATION OF WORK

4.1 Representative of Contractor.

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

William Schulz, Principal-in-Charge
Ron Izumita, Senior Design Principal
Angela Woodward, Project Landscape Architect

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the foregoing principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City.

4.2 Contract Officer.

Michael A. Morales, or his designee, is hereby designated as being the representative of City authorized to act on its behalf with respect to the work and services specified herein and to make all decisions in connection therewith ("Contract Officer"). The City Manager of City shall have the right to designate another Contract Officer by providing written notice to Contractor.

4.3 Prohibition Against Subcontracting or Assignment.

Contractor shall not contract with any entity to perform in whole or in part the work or services required hereunder without the express written approval of the City. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of City. Any such prohibited assignment or transfer shall be void.
4.4 Independent Contractor.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth. Contractor shall perform all services required herein as an independent contractor of City and shall remain under only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City.

5.0 INSURANCE, INDEMNIFICATION AND BONDS

5.1 Insurance.

The Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

(a) Commercial General Liability Insurance. A policy of commercial general liability insurance written on a per occurrence basis with a combined single limit of at least $2,000,000 bodily injury and property damage including coverages for contractual liability, personal injury, independent contractors, broad form property damage, products and completed operations. The Commercial General Liability Policy shall name the City, Riverside County, and their officers, employees and agents as additional insureds in accordance with standard ISO additional insured endorsement form CG2010(1185) or equivalent language. The Commercial General Liability Insurance shall name the City of Perris, California, its officers, employees and agents as additional insureds.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which will include $1,000,000 employer's liability.

(c) Business Automobile Insurance. A policy of business automobile liability insurance written on a per occurrence basis with a single limit liability in the amount of $1,000,000 bodily injury and property damage. Said policy shall include coverage for owned, non-owned, leased and hired cars.

(d) Professional Liability. Professional liability insurance in a minimal amount of $1,000,000.00 combined single limit per occurrence and $2,000,000.00 in the aggregate.

All of the above policies of insurance shall be primary insurance. The insurer shall waive all rights of subrogation and contribution it may have against the City of Perris, California, its officers, employees and agents, and its insurers. In the event any of said policies of insurance are canceled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until the Contractor has provided the City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City.
Contractor agrees that the provisions of this Section 5.1 shall not be construed as limiting in any way the extent to which the Contractor may be held responsible for the payment of damages to any persons or property resulting from the Contractor's activities or the activities of any person or person for which the Contractor is otherwise responsible.

In the event the Contractor subcontracts any portion of the work in compliance with Section 4.3 of this Agreement, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to this Section.

5.2. Indemnification.

(a) To the fullest extent permitted by law, Contractor hereby agrees, at its sole cost and expense, to defend, protect, indemnify, and hold harmless the City of Perris, California, its elected and appointed officials and members, officers, attorneys, agents, representatives, consultants, employees, directors, shareholders, successors, and assigns (individually as "Indemnitee" and collectively, "Indemnities") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, expert witnesses, Contractors, or other professionals and all costs associated therewith (collectively, "Claims"), to the extent arising or claimed to arise out of, in connection with, resulting from, or related to any negligent act, error, omission or failure to act of Contractor or any of its subcontractors and their respective officers, agents, servants, employees, subcontractors, materialmen, suppliers or Contractor's failure to perform or negligent performance of any term, provision, covenant or condition of the Agreement or the Scope of Services, including this indemnity provision. This indemnity also applies to any Claims of any type or nature asserted on behalf of any of Contractor's subcontractors. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision. An Indemnitee shall have the right to select the attorneys to represent it in the event of a Claim and at Contractor's expense. Contractor shall pay Indemnitees for any attorneys' fees, consultant and expert witness fees and costs incurred in enforcing this indemnification provision. This indemnity is effective without reference to the existence or applicability of any insurance coverages which may have been required under the Agreement or any additional insured endorsements, which may extend to Indemnitees.

(b) Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against any Indemnitee with respect to those Claims as to which such Indemnitee is indemnified under Section 5.2(a) above, except for such Claims which are the result of such Indemnitee's willful misconduct.

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

5.3 **Sufficiency of Insurer or Surety.**

Insurance or bonds required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated “A” or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the City's Risk Manager or designee of the City due to unique circumstances. In the event the City's Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies required by this Section 5 may be changed accordingly upon receipt of written notice from the City's Risk Manager or designee; provided that the Contractor shall have the right to appeal a determination of increased coverage by the City's Risk Manager to the City Council within ten (10) days of receipt of notice from the City's Risk Manager.

6.0 **REPORTS AND RECORDS**

6.1 **Reports.**

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

6.2 **Records Retention Clause Examination and Audit.**

Contractor shall maintain and keep books and records on a current basis, recording all transactions pertaining to this Agreement in a form in accordance with generally acceptable accounting principals. Said books and records shall be made available to the City, the State Auditor of California, the Federal Government and any authorized representatives thereof for purposes of auditing at all reasonable times and places. All such books and records shall be retained for such periods of time as required by law, provided, however, notwithstanding any shorter periods of retention, all books, records, and supporting detail shall be retained for a period of at least five (5) years after the final payment is received by the Contractor.

6.3 **Ownership of Documents.**
All drawings, specifications, reports, records, documents and other materials prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials hereunder. Any use of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Contractor will be at the City's sole risk and without liability to Contractor, and the City shall indemnify the Contractor for all damages resulting therefrom. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom.

6.4  Confidentiality: Work Product.

(a) Contractor in the course of its duties may have access to confidential data of City or its employees. Contractor agrees that all data, documents, discussion, or other information developed or received by Contractor or provided for performance of this Agreement and any communications between Contractor or the City or its respective representatives and contractors are deemed confidential and privileged attorney work product. All City data shall be returned to the City upon the termination of this Agreement. Contractor's covenant under this Section shall survive the termination of this Agreement.

(b) Contractor will not disclose any report, materials or other information generated or gathered during the course of its performance of its duties under this Agreement or any of its findings, or any information which it obtains or of which it becomes aware in the course of this project, to any third parties or any governmental agency or entity without the City's prior express, written approval. If Contractor believes that it is required by law to disclose any such information, it shall not do so until it has first advised the City of the necessity to make such disclosure and given the City a full opportunity to determine whether such disclosure is required by law. The City shall grant such authorization if it determines that the law requires disclosure.

(c) Nothing contained in this Section 6 shall preclude either party from disclosing information or data: (A) which are generally available to the public without the receiving party's fault at any time before or after acquisition from the transmitting party; or (B) which are obtained or acquired in good faith at any time by the receiving party from a third party who has disclosed the same in good faith and is not under any obligation to the transmitting party in respect thereof; or (C) where a written release is obtained by the receiving party from the transmitting party.

7.0  ENFORCEMENT OF AGREEMENT

7.1  California Law.

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

7.2. Disputes.

In the event of any dispute arising under this Agreement, the injured party shall notify the injuring party in writing of its contentions by submitting a claim therefor. The injured party shall continue performing its obligations hereunder so long as the injuring party commences to cure such default within ten (10) days of service of such notice and completes the cure of such default within forty-five (45) days after service of the notice, or such longer period as may be permitted by the injured party; provided that if the default is an immediate danger to the health, safety and general welfare, such immediate action may be necessary. Compliance with the provisions of this Section shall be a condition precedent to termination of this Agreement for cause and to any legal action, and such compliance shall not be a waiver of any party's right to take legal action in the event that the dispute is not cured, provided that nothing herein shall limit City's or the Contractor's right to terminate this Agreement without cause pursuant to Section 7.7.

7.3. Retention of Funds.

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

7.4. Waiver.

No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5. Rights and Remedies are Cumulative.

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

7.6. **Legal Action.**

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

7.7. **Termination Prior to Expiration Of Term.**

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

7.8. **Termination for Default of Contractor.**

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

7.10 **Attorneys’ Fees.**

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorneys' fees. Attorneys' fees shall include attorneys'
fees on any appeal, and in addition a party entitled to attorneys' fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

8.0 CITY OFFICERS, EMPLOYEES, AND U.S. MEMBERS OF CONGRESS

8.1 Non-liability of City Officers and Employees

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

8.2 Warranty and Representation of Non-Collusion.

No official, officer, or employee of the City shall have any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of the City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. Contractor warrants and represents that (s)he/it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded this Agreement. Contractor further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result or consequence of obtaining or being awarded any Agreement. Contractor is aware of and understands that any such act(s), omission(s) or other conduct resulting in the payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

8.3 Federal Employee Benefit Clause

No member of or delegate to the Congress of the United States, and no resident commissioner shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

9.0 NON-DISCRIMINATION AND EQUAL OPPORTUNITY

9.1 Covenants Against Discrimination

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

Statement of Equal Opportunity Clause

(a) Contractor will not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, marital status, ancestry or national origin. Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, ancestry or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in a conspicuous place, available to employees and applicants for employment, notices to be provided by the City of Perris setting forth the provisions of this non-discriminating clause.

(b) Contractor will ensure that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, marital status, ancestry, sex or national origin.

10.0 MISCELLANEOUS PROVISIONS

10.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer c/o Michael A. Morales, Capital Improvements Project Manager, City of Perris, Public Works Department, Engineering Administration Division, 101 North D Street, Perris, CA 92570, and in the case of the Contractor, to the person at the address designated on the execution page of this Agreement.

10.2 Handicap Accessibility Certification.

Contractor certifies that with respect to the public facilities or parts thereof that are altered by the Designs prepared pursuant to this Agreement, that the altered portions of the facilities shall be readily accessible to and usable by individuals with disabilities, including individuals who use wheelchairs, and shall meet the laws established by the Americans With Disabilities Act of 1990, Public Law 101-336, and applicable portions of Title 24 of the California Code of Regulations (Access Code).
10.3 Economic Opportunities for Local Area Residents and Businesses.

The work to be performed under this Agreement is on a project assisted under a Federal Community Development Block Grant from the Department of Housing and Urban Development and is subject to the Requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the unit of local government or the metropolitan area (or non-metropolitan county), as determined by the Secretary of Housing and Urban Development, in which the project is located; and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the same metropolitan area (or non-metropolitan county) as the project.

10.4 Interpretation.

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

10.5 Integration; Amendment.

It is understood that there are no oral agreements between the parties hereto affecting this Agreement and that this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

10.6 Severability.

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

10.7 Corporate Authority.

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

[END – SIGNATURE PAGE Follows]
IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

CITY:
CITY OF PERRIS,
a municipal corporation

_____________________
Richard Belmudez, City Manager

ATTEST:

_____________________
Nancy Salazar, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____________________
Eric L. Dunn, City Attorney

CONTRACTOR:

IMA+DESIGN

_____________________
William F. Schulz, President

_____________________
Ann Cutner, Vice President

Address: 20341 Birch Street, Suite #100
Newport Beach, CA 92660

[End of Signatures]
IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

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a municipal corporation

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Nancy Salazar, City Clerk

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ALESHIRE & WYNDER, LLP

Eric L. Dunn, City Attorney

CONTRACTOR:
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ALESHIRE & WYNDER, LLP

_________________________________________
Eric L. Dunn, City Attorney

CONTRACTOR:
IMA+DESIGN

[Signature]
William F. Schulz, President

[Signature]
Ann Cutner, Vice President

Address: 20341 Birch Street, Suite #100
Newport Beach, CA 92660

[End of Signatures]
EXHIBIT "A"

SCOPE OF SERVICES

The following represents outstanding contract provisions from the original Extended Agreement dated October 8, 2013. Reference the Scope of Services for Section Numbers from the Original Extended Agreement, which is incorporated herein by reference. The following also references the 100% Agency Submittal Plan Check Corrections dated February 25, 2015, which is incorporated herein by reference. Reference the 100% Plan Check Submittal Construction Drawings, and Draft Maintenance Manual page numbers, for outstanding plan check corrections noted in the Sub-task’s that follow.

PHASE I: COMPLETE CORRECTIONS FOR FACILITIES AND PROGRAM ASSESSMENT

1.6 At completion of all final construction plans, Contractor shall analyze and develop uniform standards for landscape and irrigation maintenance, and prepare maintenance manual complete with bid quantities sheet. Contractor shall analyze and develop costs, for all designed facilities, including estimates of annual expenses for water, electricity and landscape maintenance, make recommendations by providing comparison to other similar communities. Sub-tasks shall include but are not limited to the following:

103. Revise Title Page to reflect all areas included in maintenance manual.

104. Remove duplicate sheets included in page 5 of 130

105. Check index page 6 of 130 for missing sheets 700A and 700B, and mislabeled sheets 712 & 722 for sheets 711 and 721.

106. Check index page 7 of 130 for missing sheets 700A and 700B for 1st and 2nd Streets.

107. The hatch patterns included on all reference maps on pages 10, 11, 12, and 13 of 130 are not accurate. Place hatch pattern, or outline in red only the actual areas that the maintenance crews would actually be responsible for maintaining. (See Perris maintenance maps for example)

108. On Page 66 of 130, add a figure for Date Palm Pruning. Provide additional diagram for Date Palm in addition to the diagram provided for the Washingtonia.
109. Ensure that all details and specifications provided in the maintenance manual reflect the City's most recent landscape maintenance standards specifications. (City will provide Word document with latest maintenance specifications)

110. Ensure all reference landscape construction documents in maintenance manual reference the latest 100% construction issue construction plans.

111. Consider and discuss with City the need to include maintenance specifications for annual or biannual fungicide/insecticidal treatment by drench or injection for palm trees.

**Deliverables:** Landscape and irrigation maintenance manual; annual expenses for water, electricity and landscape maintenance.

**PHASE II: COMPLETE CORRECTIONS FOR CONCEPTUAL DESIGN AND COST ESTIMATES**

The Contractor shall prepare conceptual drawings, prepare construction cost estimates, and estimates of annual expenses for water, electricity, and landscape maintenance.

2.9 At the completion of the conceptual design for the four project areas, Contractor shall update IMA+Design's original master planned schematic design of the D Street planning area; and provide a colored architectural rendering to assist the community in evaluating the "look" of all streetscapes, pedestrian paths, outdoor plazas, sidewalks, furnishing, outdoor amenities, and monuments. The updated master plan shall incorporate as-built conditions and conceptual designs of streetscape, RCTC Multi-Modal Transit Center, Community Works Design Group's Mercado Park, AMCAL Multi-Housing, Inc.'s Mercado Apartment complex, and Draft Downtown Specific Plan 1(ea). Sub-tasks shall include but not be limited to the following:

101. IMA has not completed the update of the original master plan schematic design developed for D Street, with as-built conditions, RCTC's multi-modal transit center improvements, and design elements of the Downtown Specific Plan. Please see Contract section 2.5 and 2.9 for further explanation.

102. To assist IMA's master planning the City has provided conceptual building foot prints based on the Downtown Specific Plan layouts and layouts originally provided in the RFP for landscape architectural services.

**Deliverables:** Final colored rendering for updated schematic landscape master plan including streetscapes, pedestrian paths, outdoor plazas, sidewalks, furnishing, outdoor
amenities (1ea) (24" x 60" or appropriate size); on hard copies and in digital format, (JPEG and PDF).

PHASE III: COMPLETE CORRECTIONS FOR FINAL DESIGN AND DEVELOPMENT OF CONSTRUCTION DOCUMENTS

OBJECTIVE: Upon approval of the conceptual, sketches/schematic designs by the City of Perris Public Works Department-Engineering Administration Division, Contractor shall prepare construction documents (plans and specifications) and submit them to the City of Perris Public Works Department (Engineering Administration Division), Tri-Lake Consultants, City of Perris Development Services Department (Building and Safety Division), other affected entities and utility companies concurrently for review and approval, and make any necessary revisions for each individual agency. The plans and specifications shall comply with all adopted Federal, State, and local laws, ordinances and codes.

3.1 The Contractor shall coordinate and attend all meetings (2ea) Contractor shall prepare standard meeting notes for discussions relating to Contractor’s scope of work. The Contractor shall provide the notes to the City, and City shall distribute to the project team. At the discretion of the City, City staff shall merge Contractor’s meeting notes into a master meeting note document.

3.2 Contractor shall verify locations and elevations of existing improvements and request any additional and necessary survey work for design and construction of the project including all physical features, and any surface evidence of existing underground utilities. Contractor shall obtain existing topographic surveys and elevations from City Engineer.

3.4 Contractor shall prepare construction documentation for all landscaping, irrigation, electrical, architectural/structural for the vertical elements of the project (excluding structural for the primary entrance monument which currently exists), decorative traffic signage, and handicap accessibility ramp improvements for the D Street Public Area Enhancements Project, including the four project areas described in Sections 2.5, 2.6, 2.7 and 2.8, and named: 1) D Street Streetscape Project 2) Pedestrian Paths and Roadway Improvements Project, 3) Downtown Public Open Space Area Project, 4) First and Fourth Streetscape Project. Construction documents shall consist of plans, sections, elevations, details and (Book Format) specifications. Construction documents shall also include quantities/bid schedule using industry standard unit prices. Sub-Tasks shall include but not be limited to the following:

1st Street

E-101

1. See Plan Check Corrections E-2 Perris Apartments
2. Gold Color incorrect
3. Lamp is Metal Halide not HPS
4. Base Height is 36" not 42"
5. Powder Coat or Paint and Seal this is not the current practice to powder coat

L-400
6. Rail Color is incorrect

L-700A
7. Make Emitter and Base 1 Color

**General Corrections 1st Street**
8. Provide Specifications
9. Provide Mylar
10. Provide Bid Schedule of Values
11. Provide Cost Estimate
12. Provide CAD Files, and PDF

**2nd Street**

E-100
1a. Typo Detail D Bollards and S/W and NW Corners

E-101
1. Gold to Match Phase 6
2. Lamp not HPS should be Metal Halide to match D Street north of 7th Street
3. Not Powder Coat this is not current practice Silver Paint and Seal
4. Height of Base consistent with 36" not 42"
5. See Plan Check Comments E-2 Perris Apts.

E-102
5a. How is Clock Tower electrical addressed.

L-300
6. Clock Tower reference
7. Bollard incorrect
8. Remove Signs not used
9. Create New Label for remove/salvage street signs
10. Where is P-9 used?
11. P-10 Concrete Ramp is per IMA Plans not civil
11a. Where are Low Wall Details / Method of Construction, Colors, etc. etc.?

L-301
12. Label Street Signs

L-400
13. Provide enlarged Sawcut Plan
14. Fix Labels for RR Pattern
15. Clock Tower design missing

L-620
16. Provide Clock Tower Details

L-700
17. Make Emitter and Hose 1 color
18. 2 ft. Antenna?

L-701
19. Is a New Wireless Signal Assembly going in on 1st Street, or a New Calsense going in on 2nd Street?

L-750
20. Two Trenching Details make consistent

L-800
21. Downsize Koelreteria to 36"

L-801
22. Tipo Tree is on D Street. Koelreteria get placed on 2nd Street. Symbols are ok.

X-1
23. Use Correct Bollard Lit (structural)
24. Remove Signage that is N/A and check notes for Project

**General Corrections 2nd Street**
25. Provide Mylar
26. Provide Bid Schedule of Values
27. Provide Cost Estimate
28. Provide Specifications
29. Provide CAD Files, and PDF

**Multiple Plan Set (6th to 8th, 4th, 5th, 10th to 11th)**
L-100
1. See Comments concerning Index
2. Discuss Titles of Electrical Sheet
3. Remove Mercado from Title Page

E-100
4. Detail Bollard Ref. wrong corner
5. Single Head should be Metal Halide
6. Fixture C not on Plan, but add to 4th/C
7. There are no Pendants on this job
8. Review Index

E-101
9. Panel Identification. Existing Use on panel
10. 10th to 11th Panel?
11. Is Pole Base Detail B on E-101 needed? If so, is it for both 36" and 43" bases?

E-102
12. Show Gold Highlights on Arm Fixtures also
13. Call-out Contractor to provide Banner Arms
14. Don't think Poles are Powder Coated
15. Single Head Pole to be Metal Halide Lamp
16. See Plan Check Comments E-2

E-103
17. Call out Colors for Pole, Base, and Scroll

E-104
18. Raise Height of Pole to allow for growth
19. Change District Name

E-201
20. Protect In Place Hardscape “2”
21. Make pole set back consistent with detail. Center at 30” not 3’
22. Note Pole to be Salvaged

E-202
23. Wrong Base Map used @ 8th/D St
24. Make Set Back of Pole consistent @ 30”

E-203
25. Clarify Plan Notes for Monumentation “By Others”
26. Verify Final Location of Monuments with RK
27. Is the Light @ SE Corner 10th/D St. needed? If so, move.

E-205
28. Need to provide Lit Structural Bollards at 4th/C, N/E S/E Corners

L-300A
29. Color for Paver is incorrect
30. Note P-16 is actually for sidewalk L-600 3 Paving, this P-16 conflicts with Civil Intersection. Create new # for Intersection
31. Provide Reference Note #6 for Paver Manufacturer. City approved Equal - ORCO
32. Verify [P-22] and note as Existing
33. Correct Paver "Equal" note
34. See Note #3 on Mercado Plans. Use Note to explain use of 4" x 4" and 4" x 8" Brick
35. Provide Note - Required Use of Red Apple Concrete Joint Sealant Sika Flex 2CSL
36. Verify that Note for P-20 is correct, and Note to see Plans for saw cut and score lines

L-300B
37. Verify [7] and call out as Existing
38. Provide additional information for Note [W-1]
40. Correct Color on [SF-3]
41. Add note for new [SF-4C] Structural Lit Bollard

L-301
42. Flip Trash and Benches
43. Label Furnishing on sheet
44. Add Hardscape to protect in place

L-302
45. Wrong Base Sheet used for 8th/D St Intersection
46. IMA did not provide a Design for N/E Corner
47. Show Intersection as Existing

L-311
48. [P-2] is not used any more around Tree Grate. Now an 8" x 8" Concrete Band is used
49. Provide Enlargement Detail for RR Landing. Show colors/materials/sawcut score line, etc.

L-321
50. Prove Correct Call-Outs for Decorative Pole Signs
51. [W-1] should be used for Low Walls at Intersection - not [W-2]
52. Verify that Plinth Placements have been ok'd for Sight Lines by RK
53. Wrong Call-Out on Pavers [P-20] - not [W]
54. Verify locations of Existing Decorative Poles, and note Protect or Remove & Salvage
55. Add Hardscape to Protect in Place

L-331
56. Design of 4th Street Incomplete
57. Show Access to Bank Bldg.
58. Show Existing Lights Protect in Place
59. Show Removals and Replacements and Protect in Place Decorative Light Poles
60. Show Temporary Redwood Header Planter Edge

L-332
61. Design of 4th Incomplete. See previous comments
62. Show Call-Outs, and Distances of Placement of Monument Wall

L-401
63. [P-16] Conflict with # for Intersection. Create New # for Intersection. See previous comments

L-402
64. Wrong Base Map used 8th/D St.
65. Add Sawcuts/Score Lines to Crosswalk Enlargement
66. Show Intersection Corners as Existing
67. A Design was not provided for N/E Corner. IMA to provide Details, Call-Outs, Method of Construction for an Exposed/Seeded Aggregate Corner
68. Sharpen Sawcut and Score Lines on 7th St. Intersection Enlargements
69. Don't use [P-16] for Intersection Concrete Paving Sand. It conflicts with sidewalk
70. Switch Trash and Bench locations
71. Label all Furnishings

L-602
72. IMA to provide Engineered Drawings for Low Wall. See drawings used by IMA for Gateway Project. IMA used Green Book Standard Plans of Riverside County Bldg. Plans
73. Provide Colors and Finishes – Paint Dunn Edwards
74. Add Note indicating Vitrocem Graffiti Coat required
75. Add Colors for Caps – Paint Dunn Edwards

L-610
76. Add in Entire Section of General Notes. See and use notes in D St. IMA plan set for Monument Signs 4th and 6th St.
77. Typo on View Elevation
78. Discuss Final Lettering/Message with City
79. The Size and Dimensions of this plan should be used. RCTC Sign and dimensions are incorrect and must be adjusted. (See email to Clara/Nathan)
80. As a failsafe, add a General Note Comment that Contractor shall verify final sizes of Monument Sign with City and size shall match or compliment Metrolink Sign at opposite corner, per direction of City
L-612
81. This Monument does not require a two-side sign
82. Discuss Final Lettering/Message with City

L-614
83. Include Drawings for a Low Wall from Green Book Standard Plans of Riverside County Bldg. Plans

L-700A
84. Where is there a new Calsense on plans?

L-711
85. Was this Irrigation System future planned by IMA during the development of the 4th to 6th Street Plans (i.e. is there conduit for controller wire)?

L-721
86. Show/Provide language to intercept existing mainline in D St, install new ball valve etc., etc.
87. Was this Irrigation System future planned by IMA during the development of the Mercado St. Plans (i.e. is there conduit for controller wire)?

L-802
88. Why is accent tree at 8th/D St different than accent tree at 7th/D St?
89. Wrong Base Map

L-821
90. When was the So. Live Oak introduced? Was that part of Round Table planning sessions?

L-831
91. The Landscape Design for the rear of Bank Bldg. and access from future RCTC parking was not provided

L-832
92. The Planting Plan does not show the Location of Monument Sign at S/E corner 4th/C

X-1
93. I could not find a Type 3 Bollard anywhere in the plans. If it was not used, do not include detail

X-2
94. Verify that each of the Pole/Sign Types are used on this project

**Other Corrections**
95. An Irrigation Plan for the 4th Street Design was not provided by IMA
96. Provide Final Mylar

97. Provide Separate Bid Schedules of Values as follows:
   1) 6th to 8th Street
   2) 4th Street
   3) 5th Street
   4) 10th to 11th Street

98. Provide Cost Estimate for Each Bid Set

99. Provide Specifications

100. Provide CAD Files, JPG and PDF

3.5 Contractor shall provide electrical engineering services to include all necessary plans, which are not designed by Southern California Edison.

3.6 Contractor shall prepare, during the course of final design, a construction cost estimates for implementing the plan on a project-area-by-project-area basis, (or other logical subdivision, i.e. Phases 1, 2, 3 for the D Street Streetscape Project, primary and secondary entrance monument locations, etc.). Contractor shall prepare one construction cost estimate at 100% completion of the plans and specifications. Contractor shall be responsible for developing landscaping, architectural/structural, electrical, signage, and accessibility probable cost of construction and merging said information with other proposed civil engineering improvement costs prepared by City.

3.7 Contractor shall deliver one comprehensive bid package consisting of a bid document and multiple sets of construction drawings. The bid document, specification and work description shall consist of one document for all combined project areas including: "D Street Streetscape Project" and "Pedestrian Paths and Roadway Improvements Project" and "Downtown Public Open Space Area Project" and "First and Fourth Streetscape Project." The Sub Tasks shall include but not be limited to the following:

- The bid document shall be prepared with a comprehensive bid schedule, categorized into six (6) work alternatives. The intent is to provide the City with the option to Phase any portion of the work. The limits of work for each phase shall be determined by the City based on division of project area according to electrical system, watering system, unresolved right-of-way issues, and the final probable cost estimate prepared by the Contractor. The alternative bid schedules shall include:
  - D Street between 6th and 8th Street
  - D Street between 10th and 11th Street
- 1st Street
- 2nd Street
- 4th Street
- 5th Street

- Contractor shall deliver one original unbound bid document, specifications, and work description; two spiral bound hard copies of the same; and one electronic version of the bid document in WORD format on CD.

- The bid package shall also include multiple sets of construction drawings, categorized into three (3) plan sets. The intent is to provide the City with the option to Phase any portion of the work. The limits of work for each phase shall be determined by the City based on division of project area according to electrical system, water system, unresolved right-of-way issues, and the final probable cost estimate prepared by the Contractor. The alternative construction drawings shall include:
  - D Street Public Area Enhancement Project-6th to 8th Street, 4th Street, 5th Street, and 10th to 11th Street. This set is to containing “phasing” and/or “project limit lines” depicting each individual area of work.
  - D Street Public Area Enhancement Project-D Street and 1st Street
  - D Street Public Area Enhancement Project- D Street and 2nd Street

- Contractor shall deliver one original Mylar for each plan set (3ea total); and two hard copies of the same (6ea total); and one electronic version of each plan set in AUTO-CAD format on CD (3ea total).

Deliverables: Standard meeting notes; tree, shrub, vine and groundcover planting plan; irrigation plan; electrical lighting plan; structural plans for low walled monuments and vertical elements; and colors and materials board; details, sections, legends, construction notes supporting preceding plans; specifications, in book format, for preceding plans and preceding items; probable cost of construction at 100% of plan development; originally stamped and wet signed versions of the preceding plans on Mylar hard copies, and digital copies of the foregoing plans and specifications in Microsoft Word (latest version) and Auto-Cad LT (latest version), on a CD-ROM.

PHASE V: GENERAL SERVICES AND PROJECT ADMINISTRATION

5.1 Contractor shall, at no cost to the City, designate a senior staff member as project manager. Said staff member shall be the Contractor's primary liaison with the City for all matters relating to this project for the entire term of the agreement developed under this Agreement.
5.2 Contractor shall, at no cost to the City, be responsible for retaining any necessary sub-Contractors. All sub-Contractors shall answer directly to the Contractor. City approval of any proposed sub-Contractors will be required prior to the execution of this Agreement.

5.3 Contractor shall, at no cost to the City, be responsible for delivery and pick-up of all documents, plans, specifications, etc. to and from all utility companies, agencies, districts, and city departments.

5.4 Contractor shall, at no cost to the City, correct any and all errors and omissions in products delivered, which are discovered subsequent to the completion of the review process.

5.5 Contractor shall, at no cost to the City, prepare and maintain a “Schedule of Performance” to include realistic periods for final design, reviews, and approvals.

5.6 Contractor shall, at no cost to the City, submit invoices to the City based on the agreed upon rates for the percentage of work completed. Each invoice will be itemized to show tasks performed, hours, and percentage of work completed. Monthly progress report must be attached to each invoice. Contractor shall be paid for time and materials, and percentage of completion basis, and the amount paid will not exceed the percentage completion of the project (i.e. 33% of the budget will be paid at 33% completion). All requests for billing, which do not reflect the pre-determined percentage of completion noted on Schedule of Compensation, shall be returned by City to Contractor, unpaid (i.e. a 20% billing invoice for a scheduled completion value of 33% shall not be paid).

5.7 Contractor shall, at no cost to the City, be available to answer questions regarding the project scope, documents, milestones, plans, and specifications. Site visits required before, during, or after construction for purpose of accurate design, problem resolution or changes due to inaccurate design and changes imposed by regulatory agencies will be the responsibility of the Contractor.

5.8 Travel Time shall be provided at no cost to the City, and shall not be included as part of billable hours established for design services and attendance at meetings, and for field construction observation services.
EXHIBIT "B"

SCHEDULE OF COMPENSATION

Contractor shall be paid lump sum payments based upon percentage of completion of each phase, as determined by the City in accordance with Section 2.1 of the Agreement, but not to exceed the following amounts for each individual phase:

**TASK AREAS:** D STREET STREETSCAPE; PEDESTRIAN PATHS AND ROADWAY IMPROVEMENTS; DOWNTOWN PUBLIC OPEN SPACE AREA; FIRST AND FOURTH STREET STREETSCAPES

<table>
<thead>
<tr>
<th>Phase</th>
<th>Maximum Not To Exceed Total (in $)</th>
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<tr>
<td>Phase I (at 100% completion)</td>
<td>$2000.00</td>
</tr>
<tr>
<td>Phase II (at 100% completion)</td>
<td>$10,000.00</td>
</tr>
<tr>
<td>Phase III (at 100% completion)</td>
<td>$14,000.00</td>
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</table>

**TOTAL CONTRACT SERVICES =**

| $26,000.00 |

**REIMBURSABLES**

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Maximum Not To Exceed Total (in $)</th>
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</thead>
<tbody>
<tr>
<td>Mileage @ .45 cents per mile at cost</td>
<td></td>
</tr>
<tr>
<td>Reprographic services and plotting at cost</td>
<td></td>
</tr>
<tr>
<td>Overnight mailing at cost</td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL REIMBURSABLES =**

| $1000.00 |
EXHIBIT "C"

SCHEDULE OF PERFORMANCE

1.6  Deliver revised (1st redline corrections) Maintenance Manual to City for review and comment  October 8, 2015

2.9  Deliver revised Downtown Master Plan (1st redline corrections) to City for review and comment  October 8, 2015

3.1-3.7 Deliver bid documents, specifications and probable construction costs to City for plan check; and deliver revised (1st redline corrections) Construction Drawings to City for plan check  October 8, 2015

1.6-3.7 Revise and resubmit bid documents, plans, specifications, probable construction costs, maintenance manual and Downtown Master Plan Concept to City for 2nd Plan check  30 calendar days from dated plan check comments
MEETING DATE: September 8, 2015

SUBJECT: NPDES Industrial and Commercial Inspection Services

REQUESTED ACTION: Approve, the NPDES Industrial and Commercial Inspection Services Contract with Lynn Merrill, and authorize the City Manager to execute the Contract, subject to non-substantive changes from the City Attorney’s Office

CONTACT: Michael Morales, Capital Improvements Project Manager

FEDERAL AND STATE LAW

The Water Quality Act passed by the United States Congress in 1987 amended portions of the Clean Water Act, and established permitting requirements for storm water runoff. Section 402(p) of the Federal Clean Water Act required the Environmental Protection Agency (EPA) to establish regulations setting forth a National Pollution Discharge Elimination System (NPDES) program. The NPDES program requires both industrial businesses and municipal governments to obtain a permit before allowing storm water discharges to exit from their storm drain systems. As described by the State Water Resources Control Board, the NPDES program has been delegated by the United States to the State of California for implementation through nine Regional Boards. The authority to implement the NPDES program rests in the State of California’s Porter-Cologne Water Quality Control Act. The Santa Ana Region-Regional Water Quality Control Board (Water Board) issued the first Five Year NPDES to the co-permittees of the Santa Ana River Watershed on July 13, 1990.

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, SANTA ANA WATERSHED CO-PERMITTEES AND THE NPDES IMPLEMENTATION AGREEMENT

Since the issuance of the first NPDES permit, and subsequent renewals, the Riverside County Flood Control & Water Conservation District (RCFC), has joined with the County of Riverside and with the Cities of Beaumont, Calimesa, Canyon Lake, Corona, Hemet, Lake Elsinore, Menifee, Moreno Valley, Murrieta, Norco, Perris, Riverside, San Jacinto, and Wildomar as co-permittees (Co-Permittees). It is important to note that RCFC was named the principal permittee and all other entities as co-permittees. An “Implementation Agreement” between the jurisdictions stipulated that the Cities and District assumed full responsibility to meet certain requirements under the joint NPDES Permit. As such, the Water Board, in exercising its enforcement discretion, could only take action against the individual permittee responsible for specific violations under the permit.
CURRENT NPDES PERMIT AND CITY OF PERRIS LEGAL AND CONTRACTUAL OBLIGATIONS

An on-going process to develop realistic Storm Water Permit Discharge Permits has been undertaken between the Board, District and the Co-permittees during each renewal cycle. The current five-year NPDES Permit, issued Under Board Order No. R8-2010-0033 (NPDES No. CAS 618033), on January 29, 2010 represents the stakeholders shared vision to protect our national waters, local lakes, rivers and streams. The NPDES Permit requires the Co-permittees, including the City of Perris, to accomplish specific tasks according to a detailed schedule. For the convenience of the City Council, a copy of the "Reporting Schedule" has been attached to this submittal. This reporting schedule also represents a summary of the permit requirements.

INDUSTRIAL AND COMMERCIAL ACTIVITIES COVERED BY THE INSPECTION PROGRAM

Section XI. of the NPDES permit requires that the Co-permittees inspect certain industrial and commercial business. The activities that are of particular concern have been identified in the Cities Local Implementation Plan (LIP) and at Section 14.22.080 B. 1-5 of the Perris Municipal Code (P.M.C.). Generally speaking, the activities of concern include business that have been classified under certain Standard Industrial Classifications (issued by the U.S. Department of Labor). Among other factors, the criterion for being on the list includes uses with fuel, chemical, or other hazardous materials storage. The sites may have underground storage tanks, or above ground storage tanks with a capacity of 55 gallons or more, or have 500 pounds or more of hazardous materials, the site may also produce greater than five to 10 gallons of hazardous waste water per week. However, mobile services or operations that deposit cleaning materials or wash water directly onto City rights-of-way, parking lots or storm drain systems are also of particular concern to the City. Finally, restaurants or other eating establishments have also been included on the list, due to their potential to pollute through their use and handling of cleaning materials, and wash water.

As described in the City’s LIP, and in the Perris Municipal Code, the preceding activities, or any similar activities that cause, have the potential to cause, or contribute to a violation of the water quality standards set forth in the Basin Plan; or convey pollutants to Receiving Waters or the City’s Storm water Conveyance System, that may cause or contribute to the deterioration of water quality, may ultimately also be subject to the City’s Industrial and Commercial Inspection Program.

PROGRAM COMPONENTS AND FREQUENCY OF INSPECTIONS

In accordance with Section XI of the NPDES Permit, the City is required to prioritize industrial and commercial facilities as a "High," "Medium" or "Low threat to water quality. According to the City’s LIP, priority levels shall be based on the status of compliance of the site; the types of activities occurring at the site; materials or wastes used or stored
outdoors; pollutant discharge potential; facility size; proximity and sensitivity of Receiving Waters; and any other relevant factors described in Section 8 of the Drainage Area Management Plan.

As described in the proposed Agreement, the Contractor shall inspect the identified commercial and industrial businesses at intervals appropriate to the priority level assigned in the inspection program. Businesses with a “High” priority shall initially be inspected annually, businesses with a “Medium” priority shall initially be inspected once every two years, and businesses with a “Low” priority shall initially be inspected once during the NPDES Permit term. Inspections are conducted for the purpose of determining if the commercial or industrial business complies with the City’s Municipal Code Section 14.22; is in compliance with the facilities approved San Jacinto Permit Storm Water Pollution Prevention Plan (SWPPP) or the facilities approved Water Quality Management Plan (WQMP); has applied for and obtained coverage under the States Industrial Storm Water Discharge Permit, if applicable; and is in compliance with any combination of the foregoing requirements. In the event that a business is determined to be in non-compliance, or demonstrates other minor infractions of the foregoing, the Contractor will provide a written correction notice to the business owner. The Notice shall recommend appropriate remedies and timelines in accordance with policies and procedures established in the City’s LIP, Municipal Code, SWPPP, WQMP, and/or State Industrial Permit. The Contractor will conduct follow-up inspections as required to bring the site back into compliance, and coordinate with the City’s Code Enforcement Division or the State’s Regional Water Quality Control Board as necessary.

CITY OF PERRIS PARTICPATION IN CO-PERMITEE CAP PROGRAM AND ELIMINATION OF THE PROGRAM ON DECEMBER 31, 2014

The City of Perris, along with several Co-Permittees of the Santa Ana River Watershed, previously fulfilled their inspection obligations through participation in the Compliance Assistance Program (CAP Program). Through the Implementation Agreement, described earlier, the Principal Permittee procured the services of Riverside County Department of Health to conduct Industrial, commercial and restaurant inspections on behalf of the Co-permittees, including the City of Perris. However, the term of the CAP Program Agreement with the County Health Department ended on December 31, 2014, and County Health declined to renew the Contract. As described in the NPDES Permit Section XI. A. 12, the Permittees must either participate in CAP, or implement an equivalent Commercial and Industrial Inspection Program. Therefore, Staff recommends that the City Council award the Agreement to Lynn Merrill to execute the proposed program.

Selection of Consultant

In accordance with the provisions of the City of Perris Municipal Code found in section 3.32.350 Exemptions—supplies equipment, and contractual services: bid procedures set forth in the purchasing code need not be followed in a situation where the commodity or service is proprietary, or for the contracting of professional services (e.g. attorneys, architects, or engineers). However, the City solicited proposals from qualified firms,
including Lynn Merrill Consulting and Cynthia Gabaldon Resource Management and Engineering Services (CGRME). Staff has determined that the proposal that was submitted by Lynn Merrill Consulting more closely meets the criteria and expectations for the City's proposed Commercial and Industrial Inspection program. Therefore, staff recommends that the City Council award a 1 year Agreement, in an amount not to exceed $40,000, to Lynn Merrill Consulting.

BUDGET (or FISCAL) IMPACT:

In anticipation of the end of the CAP Program, the City Council allocated General Fund money in the City’s NPDES Budget for Fiscal Years 2015-'16 and 2016-'17. The Lynn Merrill Inspection Services Agreement, if approved, would impact the approved line item budget for Contract Services in an amount not to exceed $40,000.

Reviewed by:

City Attorney: Pending
Assistant City Manager: [Signature]

Attachment(s): NPDES Permit Reporting Schedule
Draft Contract Services Agreement with Lynn Merrill

Consent: X
Public Hearing:
Business Item:
Other:
3. The Co-Permittees shall be responsible for the submittal of all required information/materials needed to comply with this order in a timely manner to the Principal Permittee. A duly authorized representative of the Co-Permittee shall sign all such submittals under penalty of perjury.

4. The monitoring data transmittals to the Regional Board shall be in the form developed by the SMC and approved by the State Board in the document entitled "Standardized Data Exchange Formats". This document was developed in order to provide a standard format for all data transfers so that data can be universally shared and evaluated from various programs.

V. REPORTING SCHEDULE

All reports required by this Order shall be submitted to the Executive Officer in accordance with the following schedule:

<table>
<thead>
<tr>
<th>Reference</th>
<th>Item</th>
<th>Completion Time after Permit Adoption or Frequency</th>
<th>Report Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>III.A.1.e</td>
<td>Management Steering Committee meetings to discuss MS4 Permit Implementation</td>
<td>Held at least twice per year.</td>
<td>Annual Report</td>
</tr>
<tr>
<td>III.B.3.a,d,e &amp; XVII.D.</td>
<td>Permittee Technical Committee meetings to discuss permit implementation</td>
<td>Held at least 10 times each year</td>
<td>Annual Report</td>
</tr>
<tr>
<td>III.B.3.a,d,e &amp; XVII.D.</td>
<td>Co-Permittees participate in Management Steering and Technical Committee meetings to discuss MS4 Permit Implementation</td>
<td>Attend at least 1 out of 2 Management and 8 out of 10 Technical meetings each year</td>
<td>Annual Report</td>
</tr>
<tr>
<td>III.A.1.r</td>
<td>The Principal Permittee shall develop a library of BMP performance reports, and revise the BMP performance report annually thereafter.</td>
<td>Within 6 months of permit adoption</td>
<td></td>
</tr>
<tr>
<td>III.A.1.s</td>
<td>The Principal Permittee shall coordinate a review of the DAMP with the Co-Permittees to determine the need for update or revisions and establish a schedule for those revisions.</td>
<td>Within 6 months of permit adoption</td>
<td></td>
</tr>
<tr>
<td>III.B.2.g</td>
<td>Submit up-to-date MS4 facility maps</td>
<td>Annually to Principal Permittee</td>
<td>Annual Report</td>
</tr>
<tr>
<td>Reference</td>
<td>Item</td>
<td>Completion Time after Permit Adoption or Frequency</td>
<td>Report Due Date</td>
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</tr>
<tr>
<td>III.B.2.h</td>
<td>Submit reports &amp; information for Annual Report</td>
<td>Annually to Principal Permittee</td>
<td>Annual Report</td>
</tr>
<tr>
<td>III.C.</td>
<td>Allow new permittees to join MS4 permit</td>
<td>Per schedule required in Section III.A.1.s</td>
<td>Report findings and schedule for revisions to the Implementation Agreement in 2009-2010 Annual report.</td>
</tr>
<tr>
<td>IV.A.</td>
<td>Permittees shall develop and submit for approval a LIP Template</td>
<td>Within 6 months of adoption of Order</td>
<td></td>
</tr>
<tr>
<td>IV.B.</td>
<td>Complete a Co-Permittee specific LIP</td>
<td>Within 12 months of approval of the Template</td>
<td>Within 12 months of approval of the Template</td>
</tr>
<tr>
<td>VI.D.1.a.ii</td>
<td>Submit reports summarizing all relevant data from the watershed-wide water quality monitoring program.</td>
<td>Beginning in 2010 Cool (or wet) weather Warm (or dry) weather</td>
<td>May 31st December 31st.</td>
</tr>
<tr>
<td>VI.D.1.a.iii</td>
<td>Submit comprehensive reports every three years summarizing the data collected for the preceding 3 year period and evaluating progress towards achieving the urban waste load allocation by the dates specified in the TMDL.</td>
<td>Beginning in 2010 every three years</td>
<td>February 15, 2010.</td>
</tr>
<tr>
<td>VI.D.1.a.iv</td>
<td>Submit semi-annual reports each year as required under the approved USEP, and any amendments thereto.</td>
<td>The Dec 31st report (VI.D.1.a.ii) and the Jan 31st report (VI.D.1.a.iv) may be incorporated into the (VI.D.1.a.ii) report for the years the tri-annual report is generated.</td>
<td>Semi-annually on January 31st and July 31st.</td>
</tr>
</tbody>
</table>

January 29, 2010 Final
<table>
<thead>
<tr>
<th>Reference</th>
<th>Item</th>
<th>Completion Time after Permit Adoption or Frequency</th>
<th>Report Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>VI.D.1.a.vii</td>
<td>Amend the Local Implementation Plans (LIP) to be consistent with the revised DAMP and WQMPs within 90 days after said revisions are approved by the Regional Board. Summarize any such LIP amendments in the annual report</td>
<td>Annual Report</td>
<td>Annual Report</td>
</tr>
<tr>
<td>VI.D.1.c.i.(8)</td>
<td>Revise the DAMP, WQMP, &amp; LIPS</td>
<td>Within 180 days of CBRP approval.</td>
<td></td>
</tr>
<tr>
<td>VI.D.2.a.</td>
<td>Submit Phase 2 Alternatives</td>
<td>December 31, 2010</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Submit O&amp;M for Agreement for Fishery Management Program</td>
<td>December 31, 2010</td>
<td></td>
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<tr>
<td></td>
<td>Submit O&amp;M for Agreement for Aeration and Mixing Systems</td>
<td>December 31, 2010</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Submit Phase 2 Projects Plans</td>
<td>June 30, 2011</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Complete Phase 2 Project Implementation</td>
<td>December 31, 2014</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Implement in-lake and watershed monitoring programs</td>
<td>Annual Reports due August 31 every year.</td>
<td></td>
</tr>
<tr>
<td>VI.D.2.b.</td>
<td>Linkage Analysis Study</td>
<td>August 31, 2010</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Watershed Source Loading Study</td>
<td>August 31, 2010</td>
<td></td>
</tr>
</tbody>
</table>

Appendix 3, Page 17 of 26
<table>
<thead>
<tr>
<th>Reference</th>
<th>Item</th>
<th>Completion Time after Permit Adoption or Frequency</th>
<th>Report Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Permit</td>
<td>DAMP&lt;sup&gt;(b)&lt;/sup&gt;</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Model Evaluation</td>
<td>December 31, 2010</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Construct/Calibrate Model</td>
<td>June 30, 2011</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Conduct Model Scenarios</td>
<td>August 31, 2011</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Model Update Final Report</td>
<td>November 30, 2011</td>
<td></td>
</tr>
<tr>
<td>VI.D.2.c.</td>
<td>Revise DAMP, WQMP, &amp; LIPs to incorporate the compliance plans required above.</td>
<td></td>
<td>Annual Report</td>
</tr>
<tr>
<td>VI.D.2.h.</td>
<td>Summarize all relevant data from water quality monitoring programs and evaluate compliance with the LE/CL TMDL</td>
<td>Annually</td>
<td>Annual Report</td>
</tr>
<tr>
<td>VI.D.2.a.</td>
<td>Initiate Phase 2 LE/CL TMDL data collection.</td>
<td>December 31, 2010</td>
<td></td>
</tr>
<tr>
<td>VI.D.2.j.</td>
<td>Tables 9 &amp; 10 become WQBELs if CNRP is not adopted by Regional Board</td>
<td>December 31, 2020</td>
<td></td>
</tr>
<tr>
<td>VII.D.1</td>
<td>Report upon determination that discharges from the MS4 are causing or contributing to an exceedance of an applicable WQS</td>
<td>Within two (2) working days</td>
<td>Within Annual update of DAMP</td>
</tr>
<tr>
<td>VII.D.2</td>
<td>Modify DAMP, LIP, and MRP to address Receiving Water Limit Violations and implementation schedule.</td>
<td>---</td>
<td>30 days after approval of Subsection VI.D. report by Executive Officer</td>
</tr>
<tr>
<td>VII.D.4</td>
<td>Report any exceedance solely due to discharges outside the Permittees jurisdiction.</td>
<td>Within two (2) working days</td>
<td>Within two (2) working days of becoming aware of the situation, provide oral or e-mail notice and provide written documentation within ten (10) calendar days of becoming aware of the situation.</td>
</tr>
<tr>
<td>VIII.C.</td>
<td>Promulgate ordinances that would control for known pathogen or Bacterial indicator sources</td>
<td>Within 3 years of adoption</td>
<td>Annual Report</td>
</tr>
</tbody>
</table>
CITY OF PERRIS
CONTRACT SERVICES AGREEMENT FOR
NPDES INDUSTRIAL AND COMMERCIAL INSPECTION SERVICES

THIS CONTRACT SERVICES AGREEMENT (herein "Agreement") is made and entered into this _______ day of _______, 2015, by and between the CITY OF PERRIS, a municipal corporation, (herein "City") and LYNN MERRILL, (herein "Contractor").

NOW, THEREFORE, the parties hereto agree as follows:

1.0 SERVICES OF CONTRACTOR

1.1 Scope of Services.

In compliance with all of the terms and conditions of this Agreement, the Contractor shall perform the work or services set forth in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by reference. Contractor warrants that all work and services set forth in the Scope of Services will be performed in a competent, professional and satisfactory manner.

1.2 Compliance With Law.

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

1.3 Licenses, Permits, Fees and Assessments.

Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement.

1.4 Additional Services

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum, (ii) Phase Contract Sum, and/or (iii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation of up to five percent (5%) of the Contract Sum or $25,000; whichever is less, or in the time to perform of up to one hundred eighty (180) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively must be approved by the City Council. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time
committing than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefore.

2.0 COMPENSATION

2.1 Contract Sum.

For the services rendered pursuant to this Agreement, the Contractor shall be compensated in accordance with the “Schedule of Compensation” attached hereto as Exhibit "B" and incorporated herein by this reference, but not exceeding the maximum contract amount of forty thousand and 00/100 dollars ($40,000.00) (herein “Contract Sum”). For the services rendered pursuant to this Agreement, the Contractor shall be compensated in accordance with the “Schedule of Compensation” attached hereto as Exhibit “B” and incorporated herein by this reference, but not exceeding the maximum contract amount for each phase as follows: Phase I, thirty-six thousand and 00/100 dollars ($36,000.00); Phase II, six thousand and 00/100 dollars ($6,000.00); (the maximum payment for each phase shall be referred to herein as “Phase Contract Sum”), except as provided in Section 1.4. The method of compensation shall include: (i) payment issued at satisfactory completion of one hundred percent (100%) of the individual facility inspection services during Phase I, as determined by the City; (ii) payment for time and materials for Phase II shall be made based upon the Contractor’s rates as specified in the Schedule of Compensation, but not exceeding the Phase Contract Sum; (iii) Reimbursable expenses for Phase I including mileage, overnight mailing, reprographic services, Xerox copies shall be included in the not to exceed Phase Contract Sum, and no additional compensation shall be allowed therefor; (iv) allowable expenses for Phase II shall be reimbursed at the direct expense rate cost included in Exhibit B, upon City’s receipt of an invoice therefore; allowable reimbursable items include mileage, overnight mailing, reprographic services, Xerox copies, etc. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City (See Exhibit A); Contractor shall not be entitled to any additional compensation for attending said meetings.

2.2 Method of Payment.

Contractor shall submit to the City, an invoice for services rendered prior to the date of the invoice. Except as provided in Section 7.3, and in accordance with the “Schedule of Compensation,” Exhibit “B”, and upon receipt and approval of the invoice by the City, City shall pay Contractor within a reasonably prompt manner consistent with City’s normal procedures for payable accounts, but not to exceed thirty (30) days from the date that the invoice is received by City.

3.0 TERM

3.1 Term.

Unless earlier terminated in accordance with Section 6.2 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) year from the date hereof, except as otherwise provided in the Schedule of Performance.
4.0 COORDINATION OF WORK

4.1 Representative of Contractor.

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

Lynn Merrill, Principal-in-Charge

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the foregoing principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City.

4.2 Contract Officer.

Michael A. Morales, or his designee, is hereby designated as being the representative of City authorized to act on its behalf with respect to the work and services specified herein and to make all decisions in connection therewith ("Contract Officer"). The City Manager of City shall have the right to designate another Contract Officer by providing written notice to Contractor.

4.3 Prohibition Against Subcontracting or Assignment.

Contractor shall not contract with any entity to perform in whole or in part the work or services required hereunder without the express written approval of the City. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of City. Any such prohibited assignment or transfer shall be void.

4.4 Independent Contractor.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth. Contractor shall perform all services required herein as an independent contractor of City and shall remain under only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City.
5.0 INSURANCE, INDEMNIFICATION AND BONDS

5.1 Insurance.

The Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

(a) Commercial General Liability Insurance. A policy of commercial general liability insurance written on a per occurrence basis with a combined single limit of at least $2,000,000 bodily injury and property damage including coverages for contractual liability, personal injury, independent contractors, broad form property damage, products and completed operations. The Commercial General Liability Policy shall name the City, Riverside County, and their officers, employees and agents as additional insureds in accordance with standard ISO additional insured endorsement form CG2010(1185) or equivalent language. The Commercial General Liability Insurance shall name the City and its officers, employees and agents as additional insureds.

(b) Worker’s Compensation Insurance. A policy of worker’s compensation insurance in such amount as will fully comply with the laws of the State of California and which will include $1,000,000 employer’s liability.

(c) Business Automobile Insurance. A policy of business automobile liability insurance written on a per occurrence basis with a single limit liability in the amount of $1,000,000 bodily injury and property damage. Said policy shall include coverage for owned, non-owned, leased and hired cars.

All of the above policies of insurance shall be primary insurance. The insurer shall waive all rights of subrogation and contribution it may have against the City and its officers, employees and agents, and their respective insurers. In the event any of said policies of insurance are canceled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until the Contractor has provided the City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City.

Contractor agrees that the provisions of this Section 5.1 shall not be construed as limiting in any way the extent to which the Contractor may be held responsible for the payment of damages to any persons or property resulting from the Contractor’s activities or the activities of any person or person for which the Contractor is otherwise responsible.

In the event the Contractor subcontracts any portion of the work in compliance with Section 4.3 of this Agreement, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to this Section.
5.2 Indemnification.

(a) To the fullest extent permitted by law, Contractor hereby agrees, at its sole cost and expense, to defend, protect, indemnify, and hold harmless the City its elected and appointed officials and members, officers, attorneys, agents, representatives, Contractors, employees, directors, shareholders, successors, and assigns (individually as “Indemnitee” and collectively, “Indemnitees”) from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, expert witnesses, Contractors, or other professionals and all costs associated therewith (collectively, “Claims”), to the extent arising or claimed to arise out of, in connection with, resulting from, or related to any negligent act, error, omission or failure to act of Contractor or any of its subcontractors and their respective officers, agents, servants, employees, subcontractors, materialmen, suppliers or Contractor’s failure to perform or negligent performance of any term, provision, covenant or condition of the Agreement or the Scope of Services, including this indemnity provision. This indemnity also applies to any Claims of any type or nature asserted on behalf of any of Contractor’s subcontractors. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee’s right to recover under this indemnity provision. An Indemnitee shall have the right to select the attorneys to represent it in the event of a Claim and at Contractor’s expense. Contractor shall pay Indemnitees for any attorneys’ fees, consultant and expert witness fees and costs incurred in enforcing this indemnification provision. This indemnity is effective without reference to the existence or applicability of any insurance coverages which may have been required under the Agreement or any additional insured endorsements, which may extend to Indemnitees.

(b) Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against any Indemnitee with respect to those Claims as to which such Indemnitee is indemnified under Section 5.2(a) above, except for such Claims which are the result of such Indemnitee’s willful misconduct.

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

5.3 Sufficiency of Insurer or Surety.

Insurance or bonds required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated “A” or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the City’s Risk Manager or designee of the City due to unique circumstances. In the event the City’s Risk Manager determines that the work or services to be performed under this Agreement creates an increased or
decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies required by this Section 5 may be changed accordingly upon receipt of written notice from the City’s Risk Manager or designee; provided that the Contractor shall have the right to appeal a determination of increased coverage by the City’s Risk Manager to the City Council within ten (10) days of receipt of notice from the City’s Risk Manager.

6.0 REPORTS AND RECORDS

6.1 Reports.

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

6.2 Records Retention Clause Examination and Audit.

Contractor shall maintain and keep books and records on a current basis, recording all transactions pertaining to this Agreement in a form in accordance with generally acceptable accounting principals. Said books and records shall be made available to the City, the State Auditor of California, and any authorized representatives thereof for purposes of auditing at all reasonable times and places. All such books and records shall be retained for such periods of time as required by law, provided, however, notwithstanding any shorter periods of retention, all books, records, and supporting detail shall be retained for a period of at least five (5) years after the final payment is received by the Contractor.

6.3 Confidentiality: Work Product.

(a) Contractor in the course of its duties may have access to confidential data of City or its employees. Contractor agrees that all data, documents, discussion, or other information developed or received by Contractor or provided for performance of this Agreement and any communications between Contractor or the City or its respective representatives and contractors are deemed confidential and privileged attorney work product. All City data shall be returned to the City upon the termination of this Agreement. Contractor’s covenant under this Section shall survive the termination of this Agreement.

(b) Contractor will not disclose any report, materials or other information generated or gathered during the course of its performance of its duties under this Agreement or any of its findings, or any information which it obtains or of which it becomes aware in the course of this project, to any third parties or any governmental agency or entity without the
City's prior express, written approval. If Contractor believes that it is required by law to disclose any such information, it shall not do so until it has first advised the City of the necessity to make such disclosure and given the City a full opportunity to determine whether such disclosure is required by law. The City shall grant such authorization if it determines that the law requires disclosure.

(c) Nothing contained in this Section 6 shall preclude either party from disclosing information or data: (A) which are generally available to the public without the receiving party's fault at any time before or after acquisition from the transmitting party; or (B) which are obtained or acquired in good faith at any time by the receiving party from a third party who has disclosed the same in good faith and is not under any obligation to the transmitting party in respect thereof; or (C) where a written release is obtained by the receiving party from the transmitting party.

7.0 ENFORCEMENT OF AGREEMENT


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

7.2. Disputes.

In the event of any dispute arising under this Agreement, the injured party shall notify the injuring party in writing of its contentions by submitting a claim therefor. The injured party shall continue performing its obligations hereunder so long as the injuring party commences to cure such default within ten (10) days of service of such notice and completes the cure of such default within forty-five (45) days after service of the notice, or such longer period as may be permitted by the injured party; provided that if the default is an immediate danger to the health, safety and general welfare, such immediate action may be necessary. Compliance with the provisions of this Section shall be a condition precedent to termination of this Agreement for cause and to any legal action, and such compliance shall not be a waiver of any party's right to take legal action in the event that the dispute is not cured, provided that nothing herein shall limit City's or the Contractor's right to terminate this Agreement without cause pursuant to Section 7.8.

7.3. Retention of Funds.

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

7.4. **Waiver.**

No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party’s consent to or approval of any act by the other party requiring the party’s consent or approval shall not be deemed to waive or render unnecessary the other party’s consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5. **Rights and Remedies are Cumulative.**

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

7.6. **Legal Action.**

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

7.7. **Termination Prior to Expiration Of Term.**

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

7.8. **Termination for Default of Contractor.**

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

7.9. **Attorneys' Fees.**

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorneys' fees. Attorneys' fees shall include attorneys' fees on any appeal, and in addition a party entitled to attorneys' fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

8.0 **CITY OFFICERS, EMPLOYEES, AND U.S. MEMBERS OF CONGRESS**

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

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

8.2. **Warranty and Representation of Non-Collusion.**

No official, officer, or employee of the City shall have any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of the City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. Contractor warrants and represents that (s)he/it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded this Agreement. Contractor further warrants and represents that (s)he/it has not engaged
in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result or consequence of obtaining or being awarded any Agreement. Contractor is aware of and understands that any such act(s), omission(s) or other conduct resulting in the payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

8.3 Federal Employee Benefit Clause

No member of or delegate to the Congress of the United States, and no resident commissioner shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

9.0 NON-DISCRIMINATION AND EQUAL OPPORTUNITY

9.1 Covenants Against Discrimination

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

Statement of Equal Opportunity Clause

(a) Contractor will not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, marital status, ancestry or national origin. Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, ancestry or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in a conspicuous place, available to employees and applicants for employment, notices to be provided by Riverside County EDA setting forth the provisions of this non-discriminating clause.

(b) Contractor will ensure that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, marital status, ancestry, sex or national origin.
10.0 MISCELLANEOUS PROVISIONS

10.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer c/o Michael A. Morales, Capital Improvements Project Manager, City of Perris, Public Works Department, Engineering Administration Division, 101 North D Street, Perris, CA 92570, and in the case of the Contractor, to the person at the address designated on the execution page of this Agreement.

10.2 Handicap Accessibility Certification.

Contractor certifies that with respect to the public facilities or parts thereof that are altered by the Designs prepared pursuant to this Agreement, that the altered portions of the facilities shall be readily accessible to and usable by individuals with disabilities, including individuals who use wheelchairs, and shall meet the laws established by the Americans With Disabilities Act of 1990, Public Law 101-336, and applicable portions of Title 24 of the California Code of Regulations (Access Code).

10.3 Interpretation.

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

10.4 Integration: Amendment.

It is understood that there are no oral agreements between the parties hereto affecting this Agreement and that this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

10.5 Severability.

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

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

[END – SIGNATURE PAGE FOLLOWS]
IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

CITY:
CITY OF PERRIS,
a municipal corporation

____________________________
Richard Belmudez, City Manager

ATTEST:

____________________________
Nancy Salazar, City Clerk

APPROVED AS TO FORM:

____________________________
ALESHIRE & WYNDER, LLP

____________________________
Eric L. Dunn, City Attorney

CONTRACTOR:
LYNN MERRILL,

By: ________________________
Name: Lynn Merrill,
Title: Principal

Address: 35585 Barbara Lane
Yucaipa, CA 92399

[End of Signatures]
IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

CITY:
CITY OF PERRIS,
a municipal corporation

__________________________
Richard Belmudez, City Manager

ATTEST:

__________________________
Nancy Salazar, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

__________________________
Eric L. Dunn, City Attorney

CONTRACTOR:
LYNN MERRILL,

By:  

Name: Lynn Merrill,
Title: Principal

Address: 35585 Barbara Lane
Yucaipa, CA 92399

[End of Signatures]
IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

CITY:
CITY OF PERRIS,
a municipal corporation

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Richard Belmudez, City Manager

ATTEST:

____________________________
Nancy Salazar, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

____________________________
Eric L. Dunn, City Attorney

CONTRACTOR:
LYNN MERRILL,

By: ________________________
Name: Lynn Merrill,
Title: Principal

Address: 35585 Barbara Lane
Yucaipa, CA 92399

[End of Signatures]
EXHIBIT "A"

SCOPE OF SERVICES

Contractor shall complete in a competent, professional, and courteous manner, all duties assigned by the Contract Officer, to execute the City’s Industrial and Commercial NPDES (National Pollutant Discharge Elimination System) Inspection Program; in accordance with the Agreement, and the following terms and conditions:

PHASE 1: NPDES Industrial and Commercial Inspection Program

The City and Contractor shall be responsible for the day-to-day inspection and enforcement of the City’s Municipal Code Section 14.22 Storm Water/Urban Runoff Management and Discharge Control Ordinance, and implementation of the City of Perris Commercial and Industrial Inspection Program described in Section 8 of the City of Perris Local Implementation Plan (LIP). The Inspection Program in the LIP is intended meet the minimum requirements of Section 7 and 8 of the Drainage Area Management Plan and meets the requirements of the City’s 5-year NPDES Permit, Section XI. of Board Order No. R8-2010-0033 (NPDES permit No. CAS 618033).

1.1 The City has established a list of Standard Industrial Classification Codes of concern (SIC’s), and Industrial and Commercial business with those code designations have been included on an electronic database. In general, the businesses with the following SIC codes are automotive services, restaurants of various types, and manufacturing plants. The criterion for being on the list includes uses with fuel, chemical, or other hazardous materials storage; uses requiring a State General Industrial Permit; and commercial and industrial businesses that have a City approved SWPPP or WQMP. The sites may have underground storage tanks, or above ground storage tanks with a capacity of 55 gallons or more, or have 500 pounds or more of hazardous materials, the site may also produce greater than five to 10 gallons of hazardous waste water per week. In addition, restaurants, mobile automotive services, or other eating establishments have been included on the list due to the potential of pollution through cleaning materials, and wash water.

1.2 The City shall be responsible for providing regular updates to the electronic version of the Industrial and Commercial Inspection Program Database and Inspection Summary Report attached to the LIP as Appendix E1, labeled Attachment A. The business list/inventory reflects all known businesses with Standard Industrial Classification Codes of concern (SIC’s) in the City of Perris (See LIP Appendix E1, “Attachment C” for SIC’s of Concern). Businesses are added to the inventory in two ways: 1) The Business License Clerk informs the Storm Water Program Coordinator that a new business with an “SIC of Concern” has been issued a new business license, and 2) The Storm Water Program Coordinator obtains an updated list of facilities from Riverside County Haz-Mat or Food Services Division.

1.3 In accordance with the City’s 5-year NPDES Permit, Section XI. of Board Order No. R8-2010-0033 (NPDES permit No. CAS 618033), the City shall be responsible for providing the first prioritization and inspection frequencies for Commercial and Industrial businesses. To
establish priorities for inspection, the City utilizes the “High,” “Medium,” and “Low” threat to water quality ranking system provided in the NPDES permit. These rankings consider type of commercial and industrial activities (i.e. SIC codes), materials or wastes used or stored outdoors, pollutant discharge potential, business compliance history, facility size, proximity and sensitivity of Receiving Waters, and any other relevant factors described in Section 8 of the Drainage Area Management Plan.

1.4 The Contractor shall inspect the identified commercial and industrial businesses at intervals appropriate to the priority level assigned in the inspection program. Businesses with a “High” priority shall initially be inspected annually, businesses with a “Medium” priority shall initially be inspected once every two years, and businesses with a “Low” priority shall initially be inspected once during the NPDES Permit term. Contractor shall conduct inspections for the for the purpose of determining if the commercial or industrial business is in compliance with the City’s Municipal Code Section 14.22; is in compliance with the facilities approved San Jacinto Permit Storm Water Pollution Prevention Plan (SWPPP); is in compliance with the facilities approved Water Quality Management Plan (WQMP); has applied for and obtained coverage under the States Industrial Storm Water Discharge Permit, if applicable; and is in compliance with any combination of the foregoing requirements. In the event that a business is determined to be in non-compliance, or demonstrates other minor infractions of the foregoing, Contractor shall provide a written correction notice to the business owner. Said Notice shall recommend appropriate remedies and timelines in accordance with policies and procedures established in the City’s LIP, Municipal Code, SWPPP, WQMP, and/or State Industrial Permit. Contractor shall conduct follow-up inspections as required to bring the site back into compliance, and coordinate with the City’s Code Enforcement Division or the State’s Regional Water Quality Control Board as necessary.

1.5 Contractor shall document the inspection activities on standardized City Forms provided in the LIP Appendix E1, Attachment F. Contractor shall complete forms, including all relevant back-up documentation and photographs substantiating the enforcement strategy for non-compliant businesses. Contractor shall deliver the same, in hard copy and electronic format to the City Storm Water Program Coordinator for data entry into the Industrial and Commercial Inspection Program Database and Inspection Summary Report. In addition, Contractor shall submit a monthly report with monthly invoice, detailing location and types of inspections completed during the billing period. Contractor shall also include type and location of inspections conducted but not completed (i.e. outstanding cases).

Task 2: Notice of Violation Administrative and Investigation Enforcement Support

2.1 When sufficient evidence or circumstances exist that cause the Contractor to believe that illegal discharges or illicit connections may be occurring at a business, have occurred at the business, or have a potential to occur at the business in the future, Contractor shall take all legal steps to gain right-of-entry in accordance with Section 1.12.010 of the Perris Municipal Code. Contractor shall conduct an inspection, and document the inspection activities in a summary report, which shall be delivered to the Storm Water Coordinator. The summary report shall inform the City as to compliance with the applicable laws of the City and State. In instances where the illegal discharge may pose an immediate threat to the public health, welfare and
safety, the Contractor shall coordinate containment and clean-up activities with the appropriate Hazardous Materials Agency. Otherwise, in accordance with the procedures established in the LIP, Contractor shall coordinate an appropriate enforcement strategy with the City’s Storm Water Pollution Prevention Coordinator. The City may request that Contractor provide administrative and investigative support for issuance of an administrative citation, civil or criminal action against a non-compliant business, or a business that has failed to adequately respond to correction notices issued by the Contract inspector.

**Task 3. General Services and Requirements and Responsibilities**

3.1 Contractor shall, at no cost to the City, designate a senior staff member as project manager. Said staff member shall be the contractor’s primary liaison with the City for all matters relating to this project for the entire term of the agreement developed under this Agreement.

3.2 Contractor shall, at no cost to the City, be responsible for retaining all necessary employees, including a Senior Supervising Inspector, Inspector II, Inspector I, and an Administrative Assistant to carry out the requirements of the Agreement. All employees shall answer directly to the Contractor.

3.3 Contractor shall, at no cost to the City, be responsible for delivery and pick-up of all documents, plans, reports, inspection forms, etc. to and from all city departments, with the exception of specific tasks noted above.

3.4 Contractor shall, at no cost to the City, correct any and all errors and omissions in products delivered, which are discovered subsequent to the completion of the review process.

3.5 Contractor shall, at no cost to the City, submit invoices to the City on a monthly basis. Each invoice will be itemized, and Contractor shall request payment for only cases that have been completed. Contractor shall submit a monthly report with monthly invoice, detailing location and types of inspections completed during the billing period. Contractor shall also include type and location of inspections conducted but not completed (i.e. outstanding cases).

3.6 Contractor shall, at no cost to the City, be available to answer questions regarding the inspection scope, documents, milestones, follow-ups, required reports and updates.

3.7 Contractor shall, at no cost to the City, attend all meetings described below at the discretion of the Contract Officer, but not to exceed 1 hour per week. All reports and documentation shall be subject to the review and approval of the Contract Officer. All employees provided by the Contractor are expected to conduct themselves in a professional and courteous manner at all times, particularly during interactions with the public, and Contractor agrees that it shall immediately replace any employee violating this requirement as determined by the sole discretion of the Contract Officer.
3.8 Contractor shall, at no cost to the City, be responsible for coordinating with the Contract Officer to determine staffing and training needs of the Senior Supervising Inspector, Inspector II, Inspector I, and the Administrative Assistant.

3.9 Contractor shall, at no cost to the City, supervise of the Senior Supervising Inspector, Inspector II, Inspector I, and Administrative Assistant for the purpose of ensuring timely inspections and resolution of outstanding inspection cases. Subtasks may include:
- Insure an equitable distribution of workload among inspectors
- Assess the skill level of inspectors and assign cases that are within an inspector's skill level
- Assure that all reports to the Contract Officer are completed in a complete, accurate, and professional manner
- Monitor the productivity of Senior Supervising Inspector, Inspector II, Inspector I, and Administrative Assistant
- Keep an ongoing and open line of communication with Senior Supervising Inspector, Inspector II, Inspector I, and Administrative Assistant to address concerns including areas of deficiencies, technical inabilitys, and customer service attitudes

3.10 On the basis of Commercial and Industrial inspections, and through the continual evaluation of these Commercial and Industrial businesses, the Contractor shall, at no cost to the City, recommend changes to the initial prioritization and inspection frequency originally provided by the City. A report of the changes and the justification for each change shall be submitted to the Storm Water Coordinator for data entry into the Industrial and Commercial Inspection Program Database and Inspection Summary Report. Recommended changes shall be based on the status of compliance of the site; and any changes to the types of activities occurring at the site, materials or wastes used or stored outdoors, pollutant discharge potential, facility size, proximity and sensitivity of Receiving Waters, and any other relevant factors described in Section 8 of the Drainage Area Management Plan.
EXHIBIT "B"

SCHEDULE OF COMPENSATION

Contractor shall be paid lump sum payments based upon of completion of individual inspection services, as determined by the City in accordance with Section 2.1 of the Agreement, but not to exceed the following amount for each individual phase:

CONTRACT SERVICES

PHASE 1: NPDES Industrial and Commercial Inspection Program

<table>
<thead>
<tr>
<th>Facility Type</th>
<th>Number of Inspections</th>
<th>Priority Level</th>
<th>Maximum Not To Exceed Total (in $)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Industrial Facility</td>
<td>*</td>
<td>High</td>
<td>$225.00</td>
</tr>
<tr>
<td>Industrial Facility</td>
<td>*</td>
<td>Medium</td>
<td>$180.00</td>
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<tr>
<td>Industrial Facility</td>
<td>*</td>
<td>Low</td>
<td>$90.00</td>
</tr>
<tr>
<td>Restaurant Facility</td>
<td>*</td>
<td>High</td>
<td>$75.00</td>
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<tr>
<td>Restaurant Facility</td>
<td>*</td>
<td>Medium</td>
<td>$60.00</td>
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<td>Restaurant Facility</td>
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<td>Commercial Facility</td>
<td>*</td>
<td>High</td>
<td>$65.00</td>
</tr>
<tr>
<td>Commercial Facility</td>
<td>*</td>
<td>Medium</td>
<td>$55.00</td>
</tr>
<tr>
<td>Commercial Facility</td>
<td>*</td>
<td>Low</td>
<td>$45.00</td>
</tr>
<tr>
<td>Facility with Approved SWPPP or WQMP</td>
<td>*</td>
<td>Any</td>
<td>$180.00</td>
</tr>
</tbody>
</table>

SUB-TOTAL CONTRACT SERVICES PHASE 1= $TBD

REIMBURSABLES PHASE 1

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Maximum Not To Exceed Total (in $)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mileage @ .575 cents per mile</td>
<td></td>
</tr>
<tr>
<td>Reprographic services, Xerox copies,</td>
<td></td>
</tr>
<tr>
<td>overnight mailing, at cost</td>
<td></td>
</tr>
</tbody>
</table>

SUB-TOTAL REIMBURSABLES PHASE 1= INCLUDED

TOTAL CONTRACT SERVICES PHASE 1= $34,000.00

Contractor shall be paid for time and materials based upon the following rates, as determined by the City in accordance with Section 2.1 of the Agreement, but not to exceed the following amounts for each individual phase:

PHASE 2: Notice of Violation Administrative and Investigation Enforcement Support

<table>
<thead>
<tr>
<th>Phase</th>
<th>Maximum Hours</th>
<th>Maximum Hourly Fee in ($)</th>
<th>Maximum Not To Exceed Total (in $)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Extra Investigative Services</td>
<td>*</td>
<td>$150</td>
<td>TBD</td>
</tr>
</tbody>
</table>

SUB-TOTAL CONTRACT SERVICES PHASE 2= $TBD
## REIMBURSABLES PHASE 2

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Maximum Not To Exceed Total (in $)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mileage @ .575 cents per mile</td>
<td>TBD</td>
</tr>
<tr>
<td>Reprographic Services, Xerox Copies overnight mailing, at Cost</td>
<td>TBD</td>
</tr>
</tbody>
</table>

**SUB-TOTAL REIMBURSABLES PHASE 2 =** $TBD

**TOTAL CONTRACT SERVICES PHASE 2 =** $6,000.00
Meeting Date: September 8, 2015

SUBJECT: Evans Road Closure

REQUESTED ACTION: Extend Closure Date for Evans Road to October 31, 2015

CONTACT: Habib Motlagh, City Engineer

BACKGROUND/DISCUSSION: At February 10, 2015 Meeting, the City Council approved closure of Evans Road between Citrus and Orange Avenue. The original approval was for 25 weeks with the actual end date of September 11, 2015.

Pulte Group and Val Verde School District in their attached letters are requesting extension of the closure up to October 31, 2015 due to extensive and timely process with Flood Control and construction of major storm drain and relocation of EMWD 36” line.

BUDGET (or FISCAL) IMPACT: All costs associated with closure is paid by Pulte Group and School District.

Reviewed by:

City Attorney
Assistant City Manager

Attachments: Letters from School District & Pulte Homes
Copy of Staff Report dated February 10, 2015

Consent: Yes
Public Hearing: Business Item: Other:
City of Perris

Mayor and City Council

Perris, CA 92572

Re: Evans Road Closure Extension

Dear Mayor and City Council,

Please find this letter as a formal request to extend the completion of the Evans Rd closure as approved by the City Council from Sept 11 to October 31, 2015 without penalty.

We have been slowed by the processes at the RCFCD and the plans for approvals through the school district engineer. These had to be done in order to start the box which is under the school district name and cooperative agreement.

The RCFCD storm drain box which goes across Evans Rd is now under construction. We have been pushing to expedite the school engineers as well as RCFCD plan checks along with paperwork.

The EMWD has slowed down the inspections for the relocated 36 inch reclaimed water line which goes from Orange to Citrus. They have also not allowed final connection and voiding of the existing line due to concerns of their notice with the agricultural consumers. Also they have requested more time for the concrete cures and connection to the high pressure main.

We have currently base paved on Evans, all areas accessible except the slot for the box, Orange connection and the Citrus connection. These areas will be base paved when ready and then full and final lift will be completed along with all of Evans. Further the asphalt section has now been increased to 8 inches over 14 inches. This requires us to do two lifts to complete vs one.

The time schedule for opening Evans closure without penalty will need to be extended so that the RCFCD box can be completed and the final asphalt lifts completed for the balance of the roadway.

27101 Puerta Real, Suite 300, Mission Viejo, CA 92691
Tel No. (949) 330-8600 Fax No. (949) 330-8601
All safety implementations, signage and barricades are in place and we have had no incidents. We will continue to expedite all that we can and will plan to open the street as early as possible.

Please advise as how best to proceed as it is important for the school district as well as Pulte.

We appreciate your consideration of the extension and your positive vote to extend the closure date.

Sincerely,

[Signature]

Stewart J Ford
Manager of Land Development
Pulte Homes
27101 Puerta Real
Suite 300
Mission Viejo, CA 92691
951-538-5835
August 31, 2015

City of Perris
Mayor and City Council
101 N. D Street
Perris, CA 92570

RE: EVANS ROAD CLOSURE EXTENSION

Dear Mayor and City Council:

Please find this letter as a formal request to extend the completion of the Evans Rd closure as earlier approved by the City Council from September 11, 2015 to October 31, 2015 without penalty.

Val Verde USD (District) has been working closely with Pulte Homes, as our construction facilitator, for the joint construction of the Evans Rd improvements from Orange St. to Citrus St. We have been slowed by the processes at the Riverside County Flood Control District (RCFCD) and the plans for approvals. These plans and approvals had to be accomplished in order to start the box which is under the school district name associated cooperative agreement responsibilities.

The RCFCD storm drain box which goes across Evans Rd is now under construction. The district has been pushing to expedite District engineers as well as RCFCD plan checks along with the associated paperwork.

Eastern Municipal Water District (EMWD) has slowed down the inspections for the relocated 36 inch reclaimed water line which goes from Orange to Citrus. They have also not allowed final connection and voiding of the existing line due to concerns of their notices with the agricultural consumers. EMWD has requested more time for the concrete cures and connection to the high pressure main.

Pulte Homes has currently base paved on Evans with all areas accessible except the slot for the box, Orange connection and the Citrus connection. These areas will be base paved when ready and then full and final lift will be completed along with all of Evans. Further, the asphalt section has now been increased to 8 inches over 14 inches. This requires multiple lifts to complete vs one.
Mayor and City Council  
City of Perris  
RE: Evans Road Closure Extension

The time schedule for opening the Evans closure without penalty will need to be extended so that the RCFCD box can be completed and the final asphalt lifts completed for the balance of the roadway.

All safety implementations, signage and barricades are in place and we have had no incidents. We will continue to work with Pulte Home to expedite all that we can and will plan to open the street as early as possible.

Please advise as how best to proceed as it is important for the District as well as Pulte Homes.

We appreciate your consideration of the extension and your positive vote to extend the closure date without penalty.

Sincerely,

Stacy Strawderman, Director  
Facilities, Contracts and Purchasing Services  
Val Verde Unified School District

SS:gjc

Copy to:  
Daryl Busch, Mayor, City of Perris  
Tonya Burke, Mayor Protem, City of Perris  
Rita Rogers, Councilmember, City of Perris  
David Starr Rabb, Councilmember, City of Perris
Meeting Date: February 10, 2015

SUBJECT: Evans Road Closure

REQUESTED ACTION: Authorize Closure of Evans Road Between Orange Avenue and Citrus Avenue

CONTACT: Habib Motlagh, City Engineer

BACKGROUND/DISCUSSION: Mr. Ford, a representative of Pulte Homes developing Tr. 30850 located along Evans Road south of Orange Avenue is requesting Council approval to close Evans Road between Citrus and Orange Avenue for a period of 25 weeks (125 working days) between March and late August (see attached letter).

The purpose of the closure is to install the ultimate street improvements on both sides including, storm drain, landscaped medians, and other work as conditioned for both this tract and Orange Vista High School currently under construction.

Similar to other closures, there are several conditions that are recommended to be part of the approval. The following additional comments shall be required before start of construction:

➢ The detailed traffic control plans must be submitted in advance to City for review.
➢ Minimum of 10 working days prior to start of construction, adequate signage shall be installed including flashing message signs to advise of the project and road closure.
➢ Minimum of 5 working days prior to start of closure, the contractor/developer must notify the police, fire, and other emergency services including school districts, CR&R, RTA, as well as written notifications to residents.
➢ Prior to closure, the developer shall post with City a minimum cash deposit in the sum of $25,000. The developer will be penalized $2,500 for each and every working day keeping the road closed beyond the approved dates excluding rain and reasonable utility delays as determined by City Engineer. Additional penalties assessed @ $2,500 per day beyond the original 10 days will be charged if needed.
➢ Prior to closure, the Developer shall submit written verification from EMWD and other utilities confirming their schedule.

Mr. Ford of Pulte Homes will be present at the meeting to discuss his letter and to respond to questions.

BUDGET (or FISCAL) IMPACT: All costs associated with the construction is paid by the developer.

Reviewed by:
City Attorney
Assistant City Manager

Attachments: Pulte Homes Letter Dated January 21, 2015 & Exhibit

Consent: Yes
Public Hearing: Business Item: Other:
CITY COUNCIL
AGENDA SUBMITTAL

Meeting Date: September 8, 2015

SUBJECT: Resolution authorizing staff to submit an application for Grant Funds from the Habitat Conservation Fund Program to fund the Youth Advisory Committee’s youth development program at Lake Perris

REQUESTED ACTION: ADOPT a Resolution (next in order) authorizing the submittal of an application for the Habitat Conservation Fund Program.

CONTACT: Darren Madkin, Deputy City Manager

Per the California Wildlife Protection Act of 1990; Proposition 17, the California Department of Parks and Recreation Office of Grants and Local Services (OGALS) issued a Notice of Funding Availability (NOFA) announcing the availability of grant funds under the Habitat Conservation Fund Program. The grant program funds projects designed to protect threatened species; establish wildlife corridors; create trails; and for nature interpretation programs which bring urban residents into park and wildlife areas. The City will be requesting assistance to fund a youth development program at Lake Perris to include educational activities, but not limited to: water safety and conservation, fire safety, hiking, and Ya’i Heki’ Indian Museum activities.

The City of Perris is eligible to apply for the Habitat Conservation Fund Program. The application is due October 1, 2015 and awards will be announced spring of 2016. At this time staff is requesting approval of a resolution for authorization to submit an application for Habitat Conservation Fund Program funding.

FISCAL IMPACT: Cost for grant preparation is provided in the Housing Authority Budget for Fiscal Year 2015-2016.

Prepared by: Sara Cortés de Pavón, Grants Manager
Reviewed by: Sabrina Chavez, Assistant Dir. of Community Services & Housing

City Attorney: N/A
Assistant City Manager: Ron Carr

Attachments: Resolution

Consent: x
Public Hearing: Business Item: Workshop:
RESOLUTION NUMBER ___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, APPROVING THE APPLICATION FOR GRANT FUNDS FROM THE HABITAT CONSERVATION FUND PROGRAM.

WHEREAS, the people of the State of California have enacted the California Wildlife Protection Act of 1990, which provides funds to the State of California for grants to local agencies to acquire, enhance, restore or develop facilities for public recreation and fish and wildlife habitat protection purposes; and

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility for the administration of the HCF Program, setting up necessary procedures governing project application under the HCF Program; and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the applicant to certify by resolution the approval of application(s) before submission of said application(s) to the State; and

WHEREAS, the applicant will enter into a contract with the State of California to complete the project(s);

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Perris, hereby:

Section 1. Approves the filing of an application for the Habitat Conservation Fund Program; and

Section 2. Certifies that said applicant has or will have available, prior to commencement of any work on the project included in this application, the required match and sufficient funds to complete the project, and

Section 3. Certifies that the applicant has or will have sufficient funds to operate and maintain the project(s); and

Section 4. Certifies that the applicant has reviewed, understands, and agrees to the provisions contained in the contract shown in the grant administration guide; and
Section 5. Delegates the authority to the City Manager, or his designee, to conduct all negotiations, execute and submit all documents, including, but not limited to applications, agreements, amendments, payment requests and so on, which may be necessary for the completion of the project; and

Section 6. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

ADOPTED, SIGNED and APPROVED this 8th day of September, 2015.

______________________________
Mayor, Daryl R. Busch

ATTEST:

______________________________
City Clerk, Nancy Salazar

STATE OF CALIFORNIA   )
COUNTY OF RIVERSIDE    )
CITY OF PERRIS         )
§

1 Nancy Salazar, duly elected City Clerk of the City of Perris do hereby certify that the foregoing Resolution Number________________ was duly and regularly adopted by the City Council of the City of Perris at a regular meeting thereof held on the 8th day of September 2015, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

______________________________
City Clerk, Nancy Salazar
SUBJECT: Recognized Obligation Payment Schedule (ROPS)

REQUESTED ACTION: Successor Agency to the Redevelopment Agency of the City of Perris: 1) Approve and Adopt the Agency’s Recognized Obligation Payment Schedule.

CONTACT: Michael McDermott, Redevelopment & Economic Development Manager

BACKGROUND/DISCUSSION:

In connection with the approval and adoption of the State Budget for Fiscal Year 2011-12, the California Legislature adopted, and the Governor signed, ABx1 26 (Stats. 2011, chap. 5, “ABx1 26”) (the “Dissolution Act”), which aimed to dissolve all redevelopment agencies in the State of California.

The Successor Agency is responsible for operation of the former Redevelopment Agency’s programs (within the limits of the statute) and the disposal of its assets. Following the dissolution and the Agency is required to adopt a Recognized Obligation Payment Schedule (“ROPS”). The ROPS must follow a multi-step approval process. It must be reviewed and approved by the Oversight Board, and then, ultimately, the approved ROPS must be submitted to the State Controller’s Office and the Department of Finance.

The recommended ROPS covers the period from January through June 2016. In the future, additional ROPSs will be prepared for each six-month period henceforth. The ROPS is generally consistent in recognizing existing obligations of the Redevelopment Agency as expenditures to be made for the remainder of the calendar year.

BUDGET (or FISCAL) IMPACT:
Adoption of a Recognized Obligation Payment Schedule is required to ensure that all required payments are made. The total costs of the obligations through the end of the respective Redevelopment Project Areas, and totals for the months of January through June 2016 are noted in the ROPS.

Reviewed by:
Assistant City Manager: for Ron Carr
Redevelopment & Economic Development Manager:
Attachments: Recognized Obligation Payment Schedule
Consent: XXX
Recognized Obligation Payment Schedule (ROPS 15-16B) - Summary
Filed for the January 1, 2016 through June 30, 2016 Period

<table>
<thead>
<tr>
<th>Name of Successor Agency:</th>
<th>Perris</th>
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<tbody>
<tr>
<td>Name of County:</td>
<td>Riverside</td>
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<table>
<thead>
<tr>
<th>Current Period Requested Funding for Outstanding Debt or Obligation</th>
<th>Six-Month Total</th>
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</thead>
<tbody>
<tr>
<td>A Enforceable Obligations Funded with Non-Redevelopment Property Tax Trust Fund (RPTTF) Funding Sources (B+C+D):</td>
<td>$ -</td>
</tr>
<tr>
<td>B Bond Proceeds Funding (ROPS Detail)</td>
<td>-</td>
</tr>
<tr>
<td>C Reserve Balance Funding (ROPS Detail)</td>
<td>-</td>
</tr>
<tr>
<td>D Other Funding (ROPS Detail)</td>
<td>-</td>
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<tr>
<td>E Enforceable Obligations Funded with RPTTF Funding (F+G):</td>
<td>$ 1,888,810</td>
</tr>
<tr>
<td>F Non-Administrative Costs (ROPS Detail)</td>
<td>1,763,610</td>
</tr>
<tr>
<td>G Administrative Costs (ROPS Detail)</td>
<td>125,000</td>
</tr>
<tr>
<td>H Total Current Period Enforceable Obligations (A+E):</td>
<td>$ 1,888,810</td>
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<tr>
<th>Successor Agency Self-Reported Prior Period Adjustment to Current Period RPTTF Requested Funding</th>
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<tbody>
<tr>
<td>I Enforceable Obligations funded with RPTTF (E):</td>
</tr>
<tr>
<td>J Less Prior Period Adjustment (Report of Prior Period Adjustments Column S)</td>
</tr>
<tr>
<td>K Adjusted Current Period RPTTF Requested Funding (I-J)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>County Auditor Controller Reported Prior Period Adjustment to Current Period RPTTF Requested Funding</th>
</tr>
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<tbody>
<tr>
<td>L Enforceable Obligations funded with RPTTF (E):</td>
</tr>
<tr>
<td>M Less Prior Period Adjustment (Report of Prior Period Adjustments Column AA)</td>
</tr>
<tr>
<td>N Adjusted Current Period RPTTF Requested Funding (L-M)</td>
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</table>

Certification of Oversight Board Chairman:
Pursuant to Section 34177 (m) of the Health and Safety Code, I hereby certify that the above is a true and accurate Recognized Obligation Payment Schedule for the above named agency.

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
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/s/ Signature

Date
## Perris Recognized Obligation Payment Schedule (ROPS 15-16B) - Report of Cash Balances (Report Amounts in Whole Dollars)

Pursuant to Health and Safety Code section 34177 (f), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation. For tips on how to complete the Report of Cash Balances Form, see [Cash Balance Tips Sheet](#).

<table>
<thead>
<tr>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
<th>E</th>
<th>F</th>
<th>G</th>
<th>H</th>
<th>I</th>
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<tbody>
<tr>
<td><strong>Fund Sources</strong></td>
<td><strong>Bond Proceeds</strong></td>
<td><strong>Reserve Balance</strong></td>
<td><strong>Other</strong></td>
<td><strong>RPTTF</strong></td>
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<tr>
<td><strong>Bonds issued on or before 12/31/10</strong></td>
<td><strong>Bonds issued on or after 01/01/11</strong></td>
<td><strong>Prior ROPS period balances and DDIRPTTF balances retained</strong></td>
<td><strong>Prior ROPS RPTTF distributed as reserve for future period(s)</strong></td>
<td><strong>Rent, Grants, Interest, Etc.</strong></td>
<td><strong>Non-Admin and Admin</strong></td>
<td><strong>Comments</strong></td>
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<tr>
<td><strong>Cash Balance Information by ROPS Period</strong></td>
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### ROPS 14-15B Actuals (01/01/15 - 06/30/15)

1. **Beginning Available Cash Balance (Actual 01/01/16)**
   - 468,044
   - 753,828
   - -

2. **Revenue/Income (Actual 06/30/15)**
   - RPTTF amounts should be to the ROPS 14-15B distribution from the County Auditor-Controller during January 2015
   - -

3. **Expenditures for ROPS 14-15B Enforceable Obligations (Actual 06/30/15)**
   - RPTTF amounts, H plus H should equal total reported actual expenditures in the Report of PPA, Columns L and Q
   - 468,044
   - 2,332,250

4. **Retention of Available Cash Balance (Actual 06/30/15)**
   - RPTTF amount retained should only include the amounts distributed as reserve for future period(s)
   - 4,061,232
   - -

5. **ROPS 14-15B RPTTF Prior Period Adjustment**
   - RPTTF amount should be to the self-reported ROPS 14-15B PPA in the Report of PPA, Column S
   - **No entry required**

6. **Ending Actual Available Cash Balance**
   - C to G = (1 + 2 - 3 - 4), H = (1 + 2 - 3 - 4 - 5)
   - $ - $ - $ - $ (1,008,146) $ - $ (2,207,260)

### ROPS 15-16A Estimate (07/01/15 - 12/31/15)

7. **Beginning Available Cash Balance (Actual 07/01/15)**
   - C, D, E, G = 4 + 6, F = H4 + F4 + F6, and H = 5 + 6
   - $ - $ - $ - $ 3,086,086 $ - $ (2,207,260)

8. **Revenue/Income (Estimate 12/31/15)**
   - RPTTF amounts should be to the ROPS 15-16A distribution from the County Auditor-Controller during June 2015
   - 3,541,996

9. **Expenditures for ROPS 15-16A Enforceable Obligations (Estimate 12/31/15)**
   - 1,265,703

10. **Retention of Available Cash Balance (Estimate 12/31/15)**
    - RPTTF amount retained should only include the amounts distributed as reserve for future period(s)
    - 2,365,035

11. **Ending Estimated Available Cash Balance (7 + 8 - 9 - 10)**
    - $ - $ - $ - $ 2,996,284 $ - $ (2,207,260)
<table>
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<tr>
<th>Item #</th>
<th>Notes/Comments</th>
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CITY COUNCIL/SUCCESSOR AGENCY
AGENDA SUBMITTAL
September 8, 2015

SUBJECT: Entering into a new lease with Grove Community Church for 227 North D Street

REQUESTED ACTIONS: That the City Council approve entering into a new lease with Grove Community Church, final form to be approved by the City Attorney.

CONTACT: Michael McDermott, Redevelopment & Economic Development Manager

BACKGROUND/DISCUSSION:

Grove Community Church proposes to use the space for distribution of new baby clothes and toys.

The building is currently shared with other tenants (Riverside County Code Enforcement office, the Perris Valley Chamber of Commerce, the Perris Valley Historical Society, and the Boys and Girls Club of Perris).

BUDGET IMPACT: City to receive an offset for building utility costs. The City will receive a nominal rent from the lease of the property to Grove Community Church.

Reviewed by:
Assistant City Manager: [Signature]
Redevelopment & Economic Development Manager: [Signature]
Attachments: Lease
Consent: XXX
LEASE AGREEMENT

By and Between

THE CITY OF PERRIS and

GROVE COMMUNITY CHURCH

[227 North D Street, Perris, California 92570]
LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease" herein) is executed this _____ day of September, 2015, by and between the CITY OF PERRIS, a municipal corporation ("Lessor"), and GROVE COMMUNITY CHURCH, a non-profit organization duly organized under the laws of the State of California ("Lessee").

RECATALS

A. This Lease involves certain improved real property (the "Property") in the City of Perris, County of Riverside, California, commonly known as 227 North D Street, Perris.

B. The Property is comprised of one building consisting of offices, storage areas, restrooms, hallways and classrooms, as shown on the floor plan attached hereto as Exhibit "A" ("Floor Plan"). Lessee desires to lease a portion of the Property specifically known as (the "Premises"), which is generally shown on the Floor Plan as the "Courtroom." The Premises are approximately 900 square feet. Lessee acknowledges that Lessor leases the remaining rooms of the Property to other lessees.

C. This Lease is entered into for the purpose of allowing the Lessee to locate its Baby Clothes and Toy distribution programs on the Premises.

LEASE PROVISIONS

In consideration of the covenants and agreements contained herein, and incorporating the foregoing recitals and all exhibits hereto, Lessor and Lessee hereby agree as follows:

1.00 LEASE OF PREMISES.

1.01 Premises.

Lessor hereby grants, demises and lets unto Lessee the Premises, and Lessee hereby leases the Premises from Lessor. Lessee agrees that it accepts the Premises "As-Is" and "Where-is" without any representations or warranties of any nature or kind whatsoever from Lessor.

1.02 Term.

The term of this Lease is for one (1) year ("Lease Term") commencing on September 10, 2015 ("Commencement Date"), and terminating on September 9, 2016 ("Termination Date"). Lessee may, at Lessee's sole and exclusive option, renew this Lease for one additional year. Lessee shall provide sixty (60) days written notice of its intent to exercise the option prior to the end of the Term. Any holding over by Lessee after the expiration of the Lease Term shall be deemed a month-to-month tenancy upon the same terms and conditions of this Lease.

Notwithstanding the foregoing, either party may terminate this Lease with or without cause, upon sixty (60) days written notice to the other party.
1.03 **Quiet Possession.**

Lessor covenants and agrees with Lessee that Lessee may occupy and enjoy the Premises for the full Lease Term, subject to the provisions of this Lease.

1.04 **Rent.**

During the Lease Term, Lessee shall pay to Lessor and Lessor shall accept from Lessee rent in the amount of One Dollar ($1.00) per year ("Rent"). By execution of this Lease, Lessor hereby acknowledges receipt of the rent for the entire Lease Term.

1.05 **Payment.**

Rent shall be payable in advance in lawful currency of the United States on the Payment Date, which shall be on or before the first working day of the Lease Term beginning with the Commencement Date. By execution hereof, the Lessor acknowledges receipt of the Rent. Rent shall be paid at the address designated for notices or such other place as may be designated in writing by Lessor, without prior demand therefor, and without any deduction or offset whatsoever.

1.06 **Utilities, Assessments, Taxes.**

It is the intent of the parties that the Rent paid hereunder shall be absolutely net to the Lessor, and Lessee shall pay all costs, charges, assessments, taxes and obligations of every kind or nature against or relating to the Premises or the use, occupancy, operation, management, maintenance, ownership, or repair thereof which may arise or become due during the term. Without limiting the generality of the foregoing, Lessee shall pay all charges for utilities and services furnished to the Premises during the term, including but not limited to gas, electricity, heat, power, sewer, water, telephone, refuse collection, internet, all associated connection charges, and all similar utility bills taxed, levied, or charged upon the Premises. The Initial 12 month period will be charged and billed to Lessee at $171 per month for utilities exclusive of phone and internet.

Lessee’s initial hours of operation shall be within the 9:00am-7:00pm period. Lessee shall notify Lessor immediately with respect to any change in hours of operation. Lessor hereby notifies Lessee that Lessee may be required to pay property taxes with respect to the Premises.

2.00 **DEVELOPMENT OF THE PREMISES.**

2.01 **Construction of Improvements.**

Lessor is not obligated to, and shall not, provide any additional improvements to the Premises. Lessee shall not construct any improvements on the Premises without Lessor’s written consent, in Lessor’s sole and absolute discretion.

2.02 **Ownership of Improvements.**
During the term of this Lease, title to all improvements constructed or placed on the Premises by Lessee, including buildings, structures, and other tenant improvements are and shall be vested in Lessee, but shall automatically become the property of Lessor upon the expiration or sooner termination of this Lease. Lessee shall have the right to retain any furniture or equipment or any personal property of Lessee not affixed to the buildings constructed on the Premises, all of which property (whether classified as real or personal property) shall be the property of Lessee.

2.03 Mechanics’ Liens.

Lessee shall not permit any mechanic’s, materialman’s, contractor’s, subcontractor’s or other lien arising from any work or improvement, for any labor done, services performed, or materials, appliances, transportation, or power used or furnished, however it may arise, to stand against the Premises or any improvement thereon.

3.00 USE OF THE PREMISES.

3.01 Uses.

Lessee shall have the exclusive use of the Premises (the area labeled “Courtroom” as shown on the attached Exhibit A (Floor Plan)). Lessee shall also have non-exclusive use of the hallways and restrooms as shown on the Floor Plan, and the parking lot adjacent to the Property (collectively, “Common Areas”). The foregoing use shall be for Veterans Resource Center operations only and for no other purposes without Lessor’s written consent, in Lessor’s sole and absolute discretion. Lessee shall not have any right to reserve or otherwise designate parking spaces for the use of its agents, employees, members or patrons. Lessee shall coordinate use of the Common Areas with other tenants of the Property and Lessor. Lessee shall have no right to subdivide, separate, or partition the Premises or to expand or change the location of Premises. Breach of the provisions of the City’s Municipal Code or any conditions imposed on a particular use pursuant thereto shall be a material breach of this Lease and shall be valid and sufficient grounds for Lessor’s termination of this Lease.

The Premises shall be accessed on a sub-master key system. Lessee shall be issued a sub-master key to secure the Premises. Common Areas shall be accessible on a sub-master key. The Property is a public facility and is also used for the storage of city equipment.

3.02 Compliance with Law.

Lessee agrees that all operations and activities by or under Lessee on the Premises shall be conducted in compliance with all applicable statues, ordinances, orders, laws, rules and regulations, and the requirements of all federal, state and municipal governments and appropriate departments, commissions, boards and offices thereof, which may be applicable to the Premises or to the use or manner of use of the Premises. Lessee shall indemnify and hold the Lessor harmless against all actions, claims and damages by reason of (i) Lessee’s failure to perform the terms hereof; or (ii) Lessee’s non-observance or non-performance of any statute, ordinance, order, law, rule, regulation and/or governmental requirement related to Lessee’s use and occupancy of the Premises or the condition thereof.

3.03 Miscellaneous Restrictions.
Lessee agrees in using the Premises:

(a) Not to commit any waste or suffer any waste to be committed upon the Premises.

(b) Not to perform any acts or carry on any practices that may injure adjoining buildings or property or be a nuisance or menace to other persons or businesses in the area or disturb the quiet enjoyment of any person, nor to conduct or permit to be conducted any public or private nuisance on the Premises.

(c) Not to engage in any activity on or about the Premises that violates any “Environmental Law” (as defined below), and to promptly, at Lessee’s sole cost and expense, take all investigatory and/or remedial action required or ordered by any governmental agency or Environmental Law for clean-up and removal of any contamination involving any “Hazardous Material” (as defined below) created or caused by or under Lessee. The term “Environmental Law” shall mean any federal, state or local law, statute, ordinance or regulation pertaining to health, industrial hygiene or the environmental conditions on, under or about the Premises including, without limitation, (i) the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (“CERCLA”), 42 U.S.C. Sections 9601 et seq.; (ii) the Resource Conservation and Recovery Act of 1976 (“RCRA”), 42 U.S.C. Sections 6901 et seq.; (iii) California Health and Safety Code Sections 25100 et seq.; (iv) the Safe Drinking Water and Toxic Enforcement Act of 1986, California Health and Safety Code Section 25249.5 et seq.; (v) the Federal Water Pollution Control Act, 33 U.S.C. Sections 1317 et seq.; (vi) California Water Code Section 1300 et seq.; and (vii) California Civil Code Section 3479 et seq., as such laws are amended and the regulations and administrative codes applicable thereto. The term “Hazardous Material” includes, without limitation, any material or substance which is (i) defined or listed as a “hazardous waste”, “extremely hazardous waste”, “restrictive hazardous waste” or “hazardous substance” or considered a waste, condition or pollution or nuisance under the Environmental Laws; (ii) petroleum or a petroleum product or fraction thereof; (iii) asbestos; and/or (iv) substances known by the State of California to cause cancer and/or reproductive toxicity. It is the intent of the parties hereto to construe the terms “Hazardous Materials” and “Environmental Laws” in their broadest sense. Lessee shall provide all notices required pursuant to the Safe Drinking Water and Toxic Enforcement Act of 1986, California Health and Safety Code Section 25249.5 et seq. Lessee shall provide prompt written notice to Agency of the existence of Hazardous Substances on the Site and all notices of violation of the Environmental Laws received by Lessee. Lessee’s obligations pursuant to this Section shall be referred to in this Lease as “Environmental Compliance”.

3.04 Maintenance of Property.

(a) Duty of Lessee to Maintain.

Lessee covenants and agrees for itself, its successors and assigns, and every successor in interest to the Premises or any part thereof, that Lessee shall be responsible for the maintenance of all interior improvements in a neat, clean, and sanitary condition, free from any accumulation of debris or waste materials. Lessee shall place all rubbish in authorized containers. Lessee
shall also, together with other tenants of the Property, maintain the Common Areas in a neat, clean, and sanitary condition, free from any accumulation of debris or waste materials.

(b) **Right of Lessor to Maintain and Repair.**

If Lessee refuses, neglects, or fails to maintain and repair the Premises or Common Areas as required hereunder and to the reasonable satisfaction of Lessor as soon as reasonably possible after written demand, Lessor may enter the Premises and Common Areas at all reasonable times during normal business hours and perform said maintenance or make such repairs or perform any other act required to be performed by Lessee hereunder, without liability to Lessee for any loss or damage that may accrue to Lessee's merchandise, fixtures, or other property or to Lessee's business by reason thereof. In the event Lessor makes any repair or maintenance which Lessee has failed to do, then, within ten (10) days following Lessor's written demand therefor, Lessee shall pay Lessor's costs in performing such maintenance and making such repairs plus an amount equal to twenty percent (20%) of such cost for Lessor's overhead. If Lessee fails to make such payment when due, the same shall accrue interest as provided in Section 6.03 and shall be a material breach of this Lease, subject to all rights and remedies herein.

(c) **Duty of Lessor to Maintain.**

Lessor covenants that Lessor shall be responsible for the maintenance of all exterior improvements on the Property. Lessor shall make all necessary replacements, repairs, and alterations to the Property, except Lessee shall be responsible for any damage arising out of Lessee's use of the Premises.

3.05 **Rights of Access.**

(a) **Generally.**

Lessor or the authorized representatives of Lessor may, without prior written or oral notice to Lessee, enter the Premises at all reasonable times during usual business hours for the purposes of inspecting the same. In addition, as provided in Section 3.04, Lessor or its representatives may enter the Premises to make such repairs or reconstruction required or permitted pursuant to this Lease or to perform any work therein that may be necessary by reason of Lessee's default under the terms of this Lease.

(b) **Public Improvements.**

Lessor, for itself and for the City of Perris and other public agencies, at their sole risk and expense, reserves the right to enter the Premises or any part thereof at all reasonable times during normal business hours with as little interference as possible for the purpose of construction, reconstruction, relocation, maintenance, repair or service of any public improvements or public facilities located on the Premises. Any damage or injury to the Premises or to the improvements constructed thereon resulting from such entry shall be promptly repaired at the sole expense of the public agency responsible for the entry.
4.00 INDEMNIFICATION AND INSURANCE.

4.01 Insurance.

(a) Casualty.

If during the Lease Term, any improvement that may be constructed or placed on the Premises by Lessee or any trade fixtures shall be damaged or destroyed by fire or other insured casualty, Lessee shall, with all reasonable diligence, repair, reconstruct or replace such improvement. Any such repair, reconstruction or replacement shall be at the sole cost and expense of Lessee and, upon the completion thereof, shall be free and clear of all liens and encumbrances of any nature whatsoever, including mechanics’ and material men’s liens. If Lessee fails to commence such repair, reconstruction or replacement with all due speed and diligence, but in no event later than six (6) months following such casualty, Lessor shall have the right, without limitation, to collect all insurance proceeds subject to the rights of any leasehold mortgagee.

(b) Fire and Extended Coverage Insurance.

Throughout the Lease Term, Lessor shall, at its sole cost and expense, keep or cause to be kept insured for the mutual benefit of Lessor and Lessee all improvements located on or appurtenant to the Premises against loss or damage by fire and such other risks as are now or hereafter included. The amount of the insurance shall be sufficient to prevent either Lessee or Lessor from becoming a co-insurer under the provisions of the policy, but in no event shall the amount be less than eighty percent (80%) of the then actual replacement cost, excluding costs of replacing excavations and foundations, but without deduction for depreciation.

(c) Public Liability Insurance.

(d) Beginning on the Effective Date hereof and throughout the Lease Term, Lessee shall at its sole cost and expense keep or cause to be kept in force for the mutual benefit of Lessor and Lessee comprehensive broad form general public liability insurance against claims and liability for personal injury or death arising from the use, occupancy, disuse or condition of the Premises, improvements or adjoining areas or ways, or for property damage, in an amount not less than no less than $1,000,00.00 per occurrence for all covered losses, including bodily injury, death and property damage, and no less than $2,000,000.00 general aggregate. Defense costs must be paid in addition to limits.

(e) Other Insurance.

Lessee may procure and maintain any insurance not required by this Lease, but all such insurance shall be subject to all of the provisions hereof pertaining to insurance and shall be for the benefit of Lessor and Lessee.
(f) **Insurance Policy Form, Content and Insurer.**

All insurance required to be provided by Lessee by the express provisions hereof shall be carried only by responsible insurance companies licensed to do business by California, and with a minimum policy holder rating of “A” or “A+” and of financial category Class XI status or better in the most recent edition of Best’s Insurance Guide or similar rating system acceptable to Lessor. All such policies shall contain language, to the extent obtainable, to the effect that (i) any loss shall be payable notwithstanding any act of negligence of Lessor that might otherwise result in the forfeiture of the insurance, (ii) the insurer waives the right of subrogation against Lessor and against Lessor’s agents and representatives; (iii) the policies are primary and noncontributing with any insurance that may be carried by Lessor; and (iv) the policies cannot be cancelled or materially changed except after thirty (30) days notice in writing by the insurer to Lessor or Lessor’s designated representative. The general liability policy shall name Lessor, its officers, employees and agents (“City Parties”) as additional insureds. Lessee shall furnish Lessor with copies of all such policies promptly on receipt of them, or with certificates evidencing the insurance. Lessor shall be named as an additional insured on all policies of insurance required to be procured by the terms of this Lease.

(g) **Failure to Maintain Insurance and Proof of Compliance.**

Lessee shall deliver to Lessor, in the manner required for notices, copies of certificates of all insurance policies required hereunder together with evidence satisfactory to Lessor of payment required for procurement and maintenance of each policy within the following time limits:

1. For insurance required at the commencement of this Lease, within thirty (30) days after commencement; and
2. For any renewal or replacement of a policy already in existence, at least ten (10) days before expiration or termination of the existing policy.

If Lessee fails or refuses to procure or maintain insurance as required hereby or fails or refuses to furnish Lessor with required proof that the insurance, has been procured and is in force and paid for, Lessor shall have the right, at Lessor’s election and on five (5) days notice to Lessee, to procure and maintain such insurance. The premiums paid by Lessor shall be treated as added rent due from Lessee, with interest at the rate specified in Section 6.03, to be paid within ten (10) days after demand therefore by Lessor. Lessor shall give Lessee prompt notice of the payment of premiums, stating the amount paid and the names of the insurer or insurers.

(h) [The City Manager, by written consent, may waive or adjust the Lessee's insurance requirements herein following consultation with the City's Risk Manager.]

4.02 **Indemnification.**

(a) **General.**

Lessee shall indemnify Lessor, its officers, employees, and agents against, and will hold and save them and each of them harmless from, any and all actions, suits, claims, damages to
persons or property, losses, costs, penalties, obligations, errors, omissions, or liabilities (herein "claims or liabilities") that may be asserted or claimed by any person, firm, or entity arising out of or in connection with the work, operations, or activities of Lessee, its agents, employees, subcontractors, or invitees, hereunder, upon the Premises, whether or not there is current passive, or active negligence on the part of Lessor, its officers, agents, or employees and in connection therewith:

1. Lessee will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys’ fees incurred in connection therewith;

2. Lessee will promptly pay any judgment rendered against Lessor, its officers, agents, or employees for any such claims or liabilities arising out of or in connection with such work, operations, or activities of Lessee hereunder; and Lessee agrees to save and hold Lessor, its officers, agents, and employees harmless therefrom;

3. In the event Lessor, its officers, agents, or employees is made a party to any action or proceeding filed or prosecuted against Lessee for such damages or other claims arising out of or in connection with the work operation or activities of Lessee hereunder, Lessee agrees to pay to Lessor, its officers, agents, or employees, any and all costs and expenses incurred by Lessor, its officers, agents, or employees in such action or proceeding, including but not limited to legal costs and attorneys’ fees.

(b) Exceptions.

The foregoing indemnity shall not include the following claims or liabilities:

1. Those arising from the sole or gross negligence or willful misconduct of the Lessor, its officers, agents, or employees, who are directly responsible to Lessor.

2. Any arising from acts or omissions of the City, or those of its officers, agents or employees when acting in their governmental or public capacity or under color of such authority in fulfilling the duties of such offices, as distinct from their duties as Lessor hereunder, whether said acts or omissions occur on the Premises or within the public right of way or on public property.

(c) Additional Coverage.

Without limiting the generality of the foregoing, said indemnity shall include any liability arising by reason of:

1. Any claim made by any occupant, subtenant, assignee, employee, agent, visitor, invitee, or user of any portion of the Premises.

2. Any accident or other occurrence in or on the Premises or on any adjoining sidewalk causing injury to any person or property whatsoever;
3. Any failure of Lessee to comply with performance of all of the provisions of this Lease;

4. Lessee’s failure to prevent any employee or any invitee or any other person from entering upon or remaining in any place upon the Premises which is not safe and does not comply with all laws pertaining thereto as they may now or hereafter exist.

(d) **Loss and Damage.**

All property of Lessee kept or stored on the Premises shall be so kept or stored at the risk of Lessee. In the event that any subsurface soils condition, including environmental or soil contamination or hazard, results in loss or damage to Lessee, Lessor may subrogate to Lessee any rights which it may have to recover such losses or damages against any third parties who may have legal liability, but only to the extent of the actual losses or damages of Lessee.

(e) **Waiver of Subrogation.**

Lessee agrees that Lessee shall not make any claim against, or seek to recover from Lessor or its agents, servants, or employees, for any loss or damage to Lessee, or to any person or property, including without limitation, the property of others under the control of Lessee, and Lessee shall give notice to any insurance carrier of the foregoing waiver of subrogation, and obtain from such carrier, a waiver of right to recovery against Lessor, its agents and employees. In furtherance of the foregoing, Lessee agrees that in the event of a sale of the Premises by Lessor, the hereinabove waiver of subrogation shall continue in favor of the original Lessor hereunder, and any subsequent Lessor, and their respective successors and assigns.

5.00 **REMOVAL OF PREMISES.**

5.01 **Destruction of Premises.**

Should any of the buildings on the Premises be totally or substantially destroyed by an uninsured peril, so that all or a substantial portion of the Premises are unfit for the conduct of Lessee’s business, Lessee and Lessor each shall have the right, giving thirty (30) days’ prior notice to Lessor, to terminate this Lease with respect to the portion of the Premises so affected, and all rent and other charges with respect to such portion of the Premises shall be adjusted to the date of such destruction. This Lease shall remain in full force and effect with respect to the unaffected portion of the Premises. If Lessee and/or Lessor elects not to terminate this Lease as to any portion of the Premises affected by such destruction, the Lessor shall, within six (6) months, commence and diligently prosecute to completion the restoration of the destroyed buildings or improvements to a condition which will continue to fulfill the conditions, covenants, and requirements contained herein and Lessee shall continue operations in accordance with the terms hereof. Should the Premises, any part thereof, or any improvement thereon be totally or partially destroyed by an insured peril, the Lessor shall promptly cause the restoration of the destroyed improvements to their original condition and shall continue operations in accordance with the terms hereof if Lessor elects not to terminate the Lease.
6.00  ENFORCEMENT.

6.01  Default and Grounds For Termination Prior to Expiration of Term.

Lessor shall be entitled to declare a default of this Lease and terminate the Lease prior to the expiration of the term where Lessee fails to:

(a)  Pay rent to Lessor, as rent is defined in Section 1.04;

(b)  Procure or maintain insurance pursuant to Section 4.01 hereof;

(c)  Discharge any mechanic’s, materialman’s, contractor’s, subcontractor’s or other lien as required by Section 2.03;

(d)  Reimburse Lessor for any other loss, fee or charge which is responsibility of Lessee pursuant to this Lease;

(e)  Pay charges for utilities and services as provided in Section 1.06;

(f)  Comply with all applicable governmental statutes, ordinances, rules, regulations, orders and prior covenants and restrictions of record; provided that failure to so comply shall not be a default so long as Lessee is exercising any legal rights to protest or appeal such statute, rule, regulation, order or covenant and restriction, or so long as no official enforcement action has been commenced by the appropriate agency; or

(g)  Perform any other material obligation of Lessee contained in this Lease.

Lessor shall also be entitled to declare a default of this Lease and terminate this Lease prior to the expiration of the Term where Lessee:

(1)  Makes an unauthorized transfer of this Lease without the consent of Lessor; or

(2)  Vacates or abandons the Premises.
6.02 Procedure For Termination and Opportunity to Cure.

Lessor may terminate the Lease by reason of the foregoing defaults where Lessor has given notice in writing to Lessee specifying the nature of the default and the corrective action required to be taken, and Lessee has not cured such default within thirty (30) days after receipt by Lessee of such notice, or, where the nature of the default is such that it cannot reasonably be cured within such thirty (30) days, then Lessee shall not be in default so long as Lessee commences the actions necessary for cure within such thirty (30) days and diligently prosecutes the same to completion.

Lessor may waive any default hereunder, but such waiver shall not be construed as a waiver of any other default. No acceptance of rent by Lessor or delay in enforcing any obligation shall be construed as a waiver of any default by Lessee. Except as required to protect against further damages, the injured party may not institute legal proceedings against the party in default until after giving the notice required in this Section.

6.03 Interest.

Lessee acknowledges that late payment by Lessee of rent or any sums due hereunder will cause Lessor to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Any rent or sums due hereunder paid after the due date shall accrue interest commencing ten (10) days following the due date at the rate of one percent (1%) per month or the legal rate, whichever is more, compounded monthly. The parties agree that the foregoing amounts represent a reasonable interest rate, and a fair and reasonable estimate of the cost that Lessor will incur by reason of such late payment. Acceptance of any late payment charge shall not constitute a waiver of any default nor prevent Lessor from exercising any other rights or remedies granted hereunder.

6.04 Surrender of Premises.

(a) General.

In the event of any termination of the Lease, whether by lapse of time, cancellation, forfeiture, default, or otherwise, Lessee shall immediately surrender and deliver the Premises to Lessor, and all rights and claims of Lessee in and to use and enjoyment of such Premises shall cease. Such termination shall not release the Lessee from any liability which accrued under this Lease to Lessor prior to such termination.

(b) Condition of Premises.

Except as otherwise provided in Section 5.01, upon said termination, Lessee shall surrender the Premises neat and clean, in good and tenantable condition, reasonable wear and tear excepted. Lessee shall do all work and make all repairs necessary to place the Premises in said condition at Lessee’s sole expense, and should Lessee fail to do such work and make such repairs after receipt of Lessor’s demand to do so, Lessor may perform such work, and Lessee shall reimburse Lessor for the expense thereof within ten (10) days after being invoiced therefor by Lessor.
(c) Removal of Property.

Upon termination, and provided Lessee is not in default hereunder, Lessee shall have the right to remove from the Premises all furniture, furnishings, fixtures, and equipment placed in the Premises, provided that Lessee shall make all repairs to the Premises required because of such removal. If any of such property shall remain in the Premises after the end of the term hereof, such property shall be and become, at the option of Lessor, the property of Lessor without any claim therein of Lessee; provided that Lessor may direct Lessee to remove such property and if Lessee fails to remove such when directed to do so by Lessor, then Lessor may remove such property and Lessee shall reimburse Lessor for the expense thereof within ten (10) days after being invoiced therefor by Lessor.

(d) Quitclaim Deed.

Upon termination, Lessee shall execute a quitclaim deed quitclaiming all of its right, title, and interest in and to the Premises to Lessor.

(e) Holding Over.

This Lease shall terminate and become null and void without further notice upon expiration of the term herein specified, and any holding over by Lessee after such expiration shall not constitute a renewal hereof or give Lessee any rights under this Lease. If Lessee fails to surrender the Premises, Lessee shall indemnify and hold Lessor harmless from all loss or liability, including any claims made by any succeeding tenant.

6.05 Legal Actions.

(a) Institution of Legal Actions.

In addition to any other rights or remedies, either party may institute legal action to cure, correct or remedy any default, to recover damages for any default, or to obtain any other remedy consistent with the purpose of this Lease. Legal actions must be instituted and maintained in the Superior Court of the County of Riverside, State of California.

(b) Applicable Law and Forum.

The laws of the State of California shall govern the interpretation and enforcement of this Lease.

6.06 Rights and Remedies are Cumulative.

Except as otherwise expressly stated in this Lease, the rights and remedies of the parties are cumulative, and the exercise by either party of one or more of its rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.
6.07 Waiver.

Except as otherwise provided in this Lease, waiver by either party of the performance of any covenant, condition, or promise, shall not invalidate this Lease, nor shall it be considered a waiver of any other covenant, condition, or promise. Waiver by either party of the time for performing any act shall not constitute a waiver of time for performing any other act or an identical act required to be performed at a later time. The delay or forbearance by either party in exercising any remedy or right as to any default shall not operate as a waiver of any default or of any rights or remedies or to deprive such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert, or enforce any such rights or remedies.

6.08 Attorney’s Fees.

If either party to this Lease is required to initiate or defend any action or proceeding in any way connected with this Lease, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to receive reasonable attorney’s fees from the other party. Attorney’s fees shall include attorney’s fees on any appeal, and in addition a party entitled to attorney’s fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

7.00 GENERAL PROVISIONS.

7.01 Time of Essence.

Time is of the essence of each and every covenant, term, condition, and provision of this Lease.

7.02 Nonliability of City Officials and Employees; Conflicts of Interest; Commissions.

(a) Personal Liability.

No member, official, employee, agent or contractor of Lessor shall be personally liable to Lessee in the event of any default or breach by Lessor or for any amount which may become due to Lessee or on any obligations under the terms of the Lease; provided, it is understood that nothing in this Section 7.02 is intended to limit Lessor’s liability.

(b) Financial Interest.

No member, official, employee or agent of Lessor shall have any financial interest, direct or indirect, in this Lease, nor participate in any decision relating to this Lease which is prohibited by law.
(c) **Commissions.**

Neither the Lessor nor the Lessee has retained any broker or finder or has paid or given, and will not pay or give, any third person any money or other consideration for obtaining this Lease. Neither party shall be liable for any real estate commissions, brokerage fees or finders’ fees which may arise from this Lease, and each party agrees to hold the other harmless from any claim by any broker, agent, or finder retained by such party.

7.03 **Assignment.**

Lessee shall not assign or transfer this Lease or any of Lessee’s rights hereunder, or any interest in the Premises or in the improvements thereon, directly or indirectly, voluntarily or by operation of law, except as provided below, without the prior written approval of Lessor, and if so purported to be transferred, the same shall be null and void.

7.04 **No Partnership.**

Notwithstanding any other express or implied provision of this Lease, Lessor shall not in any way or for any purpose become or be deemed to be a partner of Lessee in its business or otherwise or a joint venturer, or a member of any joint enterprise with Lessee.

7.05 **Severability.**

If any covenant, term, condition, or provision of this Lease shall, to any extent, be invalid or unenforceable, the remainder of this Lease shall be valid and enforceable to the fullest extent permitted by law unless that covenant, term, condition, or provision declared to be invalid is so material that its invalidity deprives either party of the basic benefit of their bargain or renders the remainder of this Lease meaningless.

7.06 **Interpretation.**

The terms of this Lease shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Lease or any other rule of construction which might otherwise apply. The Section headings are for purposes of convenience only, and shall not be construed to limit or extend the meaning of this Lease. As used in this Lease and whenever required by the context thereof, each number, both singular or plural, shall include all numbers, and each gender shall include all genders. Lessor and Lessee, as, used in this Lease or in any other instrument referred to in or made a part of this Lease shall likewise include both the singular and the plural, a corporation, co-partnership, individual, or person acting in any fiduciary capacity as executor, administrator, trustee, or in any other representative capacity, and all successors and assigns. All covenants herein contained on the part of Lessee shall be joint and several.

7.07 **Integration Clause.**

It is understood that there are no oral agreements between the parties hereto affecting this Lease and this Lease supersedes and cancels any and all previous negotiations, arrangements, brochures, agreements, and understandings, if any, between the parties hereto or displayed by
Lessor to Lessee with respect to the subject matter thereof, and none shall be used to interpret or construe this Lease. This Lease includes all exhibits attached hereto, which by this reference are incorporated herein, and also includes any other documents incorporated herein by reference as though fully set forth herein. Said documents shall be interpreted insofar as possible to prevent any inconsistency and to effectuate the terms thereof, without one prevailing over the other.

7.08 Notices, Demands and Communications Between the Parties.

Except as expressly provided to the contrary herein, any notice, consent, report, demand, document or other such item to be given, delivered, furnished or received hereunder shall be deemed given, delivered, furnished, and received when given in writing and personally delivered to an authorized agent of the applicable party, or upon delivery by the United States Postal Service, first-class registered or certified mail, postage prepaid, return receipt requested, or by a national “overnight courier” such as Federal Express, at the time of delivery shown upon such receipt; in either case, delivered to the address, addresses and persons as each party may from time to time by written notice designate to the other and who initially are:

If to Lessee: Grove Community Church
227 North D Street
Perris, California 92570
Attn: Noland Turnage

If to Lessor: CITY OF PERRIS
101 North “D” Street
Perris, California 92570
Attention: City Manager
Tel: (951) 943-6100
Fax: (951) 943-4246

A copy to: ALESHIRE & WYNDER, LLP
3880 Lemon Street, Suite 520
Riverside, California 92501
Attention: Eric L. Dunn, City Attorney
Tel: (951) 241-7338
Fax: (951) 300-0985

7.09 Amendments: Replacement of Original Lease.

This Lease replaces the Original Lease in its entirety and the Original Lease has no further force or effect. Any amendment of, or supplement to, this Lease must be in writing and signed by Lessor and Lessee or their respective successors.

7.10 No Warranties.

Lessor makes no warranty, representation, contract, agreement, or statement concerning the use, occupancy, or suitability of the Premises for the use of the Premises as set forth in this
Lease, or with respect to the condition of title with respect thereto, or the means, mode, or manner or construction of any buildings or improvements, or the adequacy or fitness thereof for any use or occupancy, or the accuracy or validity of any statement, representation, warranty, agreement, or document by any other person, party, or entity, unless expressly set forth herein as an agreement of Lessor.

7.11 Execution.

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

(b) Lessor represents and warrants that: (i) it is duly organized and existing under the laws of the State of California; (ii) by proper action of Lessor, Lessor has been duly authorized to execute and deliver this Lease, acting by and through its duly authorized officers; and (iii) the entering into this Lease by Lessor does not violate any provision of any other agreement to which Lessor is a party.

(c) Lessee represents and warrants that: (i) it is duly organized and existing under the laws of the State of California; (ii) by proper action of Lessee, Lessee has been duly authorized to execute and deliver this Lease, acting by and through its duly authorized officers; and (iii) the entering into this Lease by Lessee does not violate any provision of any other agreement to which Lessee is a party.

[End – Signatures on Next Page]
IN WITNESS WHEREOF, Lessor and Lessee have executed this Lease as of the date first written above.

“LESSOR”
CITY OF PERRIS

By: __________________________
    Richard Belmudez, City Manager

Dated: ________________________

ATTEST:
By: __________________________
    Nancy Salazar, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

By: __________________________
    Eric L. Dunn, City Attorney

“LESSEE”
Grove Community Church
227 North D Street
Perris, California 925702

By: __________________________
    Name:
    Title:

Dated: ________________________
Exhibit "A"

LEASE AGREEMENT

FLOOR PLAN

[ATTACHED]
CITY COUNCIL
AGENDA SUBMITTAL

Meeting Date: September 8, 2015

SUBJECT: Resolution revising the Community Services Facility Usage Policy to Include Usage Fees for the Patriot Park Soccer Complex

REQUESTED ACTION: That the City Council approve the attached resolution setting the fees for the use of the Patriot Park Soccer Complex

CONTACT: Darren Madkin, Deputy City Manager

BACKGROUND/DISCUSSION:
The Patriot Park Soccer Complex consists of a full size synthetic soccer field, parking, sports lighting, restrooms, and walkway lighting. A request for proposals (RFP) was released on June 17, 2015. The RFP included a mandatory walkthrough for interested proposers, which was held July 1, 2015. Two sports organizations participated in the mandatory walkthrough of the field: JR Sports (Perris) and Empire Soccer (Riverside). However, JR Sports was the only organization who provided a proposal by the deadline for the RFP. Due to the limited number of proposers to operate the facility, staff recommends using City forces to maintain and operate the facility, supplemented by Private Security, and that the City Council set the fees for the usage of the complex.

The City Council previously revised the Community Services Facility Usage Policy in 2007 (Resolution 3930). The policy needs to be revised to include fees for Patriot Park Soccer Complex. The current hourly fee for a local sports league to use a lighted soccer field is $7 per hour for youth leagues, and $25 for adult leagues. The attached resolution would set the fees for the new Patriot Park Soccer Complex only at $25 per hour for youth and adult leagues for one year and will increase to $30 an hour in 2016. The current fees for all other soccer fields will remain unchanged. The proposed fees for Patriot Park Soccer Complex are listed below:

<table>
<thead>
<tr>
<th>Sports Field Rental Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Group</td>
</tr>
<tr>
<td>Special Events (Tournaments)</td>
</tr>
<tr>
<td>Special Events (with lights)</td>
</tr>
<tr>
<td>Youth Leagues</td>
</tr>
<tr>
<td>Adult Leagues</td>
</tr>
<tr>
<td>Adult Leagues (with lights)</td>
</tr>
<tr>
<td>Field Preparation</td>
</tr>
<tr>
<td>Equipment Deposit (refundable)</td>
</tr>
<tr>
<td>Clean-up Deposit (refundable)</td>
</tr>
<tr>
<td>Snack Bar Deposit (refundable)</td>
</tr>
<tr>
<td>Key Deposit (refundable)</td>
</tr>
<tr>
<td>Staff Call-out (per hour, min. 2 hours)</td>
</tr>
</tbody>
</table>
Staff conducted an informal survey of surrounding cities usage fees for similar synthetic surface fields and found the average usage rate to range from $50-$70 per hour. The fees proposed for Patriot Park above are well below that range. It is recommended that the City Council approve the attached resolution revising the Community Services Facility Usage Policy fees to include new fees for the Patriot Park Soccer Complex and reject all proposals for the operation of the facility.

**FISCAL IMPACT:** Patriot Park was completed July 15, 2015; however it will take 12 months to gauge the actual cost to operate the facility. The proposed fees charged for the use of the field are estimated to generate up to $58,500 which will be used to offset maintenance and the costs for Private Security to monitor the facility.

City Attorney: 

Assistant City Manager: For Ron Carr

Attachments: Resolution
Community Services Facility Usage Policy
Proposal from JR Sports
RESOLUTION NUMBER ___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AMENDING THE CITY OF PERRIS COMMUNITY SERVICES FACILITIES USAGE POLICY AND RESCINDING RESOLUTION NUMBER 3930.

WHEREAS, on September 27, 2005, the City Council approved Resolution Number 3509 revising the Community Services Facilities Fee Schedule; and

WHEREAS, on June 13, 2006, the City Council approved Resolution Number 3664 amending the facility use policy to allow Perris based non-profit religious groups a lower non-profit rate for the use of indoor City facilities; and

WHEREAS, on March 13, 2007, the City Council approved Resolution Number 3930 revising the Community Services Facilities Fee Schedule; and

WHEREAS, the revised Community Services Facilities Usage Policy Fee Schedule has been amended as follows in Attachment A to this resolution.

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

Section 1. Resolution Number 3930 is hereby rescinded.

Section 2. The City Council approves the revised Facilities Usage Policy Fee Schedule as set forth in Attachment A, attached hereto and incorporated herein by this reference.

Section 3. The above recitals are all true and correct.

Section 4. The Mayor shall sign and the City Clerk shall certify to the passage and adoption of this Resolution.
ADOPTED, SIGNED and APPROVED this 8th day of September, 2015.

Mayor, Daryl R. Busch

ATTEST:

City Clerk, Nancy Salazar

STATE OF CALIFORNIA  )
COUNTY OF RIVERSIDE  ) §
CITY OF PERRIS       )

I Nancy Salazar, duly elected City Clerk of the City of Perris do hereby certify that the foregoing Resolution Number______ was duly and regularly adopted by the City Council of the City of Perris at a regular meeting thereof held on the 8th day of September 2015, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

City Clerk, Nancy Salazar
CITY OF PERRIS
COMMUNITY SERVICES
FACILITIES USE POLICY

PURPOSE STATEMENT
To ensure that City Community Services facilities are operated and maintained for the benefit of Community residents. Community Services has been delegated the responsibility to administer these policies.

A. GENERAL POLICIES

1. The primary use of the City of Perris Community Services Facilities is to provide activities to the Community that is recreational, educational and cultural in nature.

2. To ensure that all potential users receive an impartial consideration when requesting to reserve Community Services Facilities, a permit request process is necessary.

3. City Departments and Activities will have priority use of the Facilities over other applications for facility space. When unforeseen circumstances result in use conflict, Facility Use Permits may be canceled as authorized by the City Manager or designated representative. If cancellation is unavoidable, every effort will be made to either reschedule or locate alternate facilities.

4. The use of Parks and Community Services Areas or Facilities shall not be granted when, as determined by the City Manager or designated representative, such as (compatibility, time, location, lights, and noise) it is not in the best interest of the City.

5. A schedule of Facility Use Fees has been developed and approved by the City Council. Fees must be paid prior to issuance of a permit.

6. All Community Services Facility Use Permits shall require users to provide general liability insurance as set forth by said Policies and Procedures in Section B, Facilities Usage Procedures and Policies.

USE PRIORITIES
For the purpose of determining the priority of use and rental charges to be paid for the use of Community Services Department Facilities, a list of user groups is hereby established and is set forth in order of priority as follows:
CITY PROGRAMS

1. CITY PROGRAMS: Programs organized, promoted and conducted by the City of Perris shall have priority over all other users.

2. CITY CO-SPONSORED PROGRAMS: Programs and activities offered through joint efforts and sponsorship of the City and an established non-profit community group or organization which generally meets the following description and/or requirements:

   (a) The group must have by-laws which define the purpose of the organization. All financial records shall be available to the City at all times.

   (b) Only such fees and charges that are approved through special agreement with the City shall be levied for the offering of co-sponsored activities and events for the purpose of co-sponsored groups and organizations.

   (c) The group or activity must receive expressed written acceptance from the City Manager or designated representative in order to be considered co-sponsorship and is required to conform to the City’s adopted co-sponsorship criteria.

   (d) Co-sponsorship will be reviewed on a regular basis and no less than once per year. Co-sponsorship may be granted for a single event or ongoing use.

3. GROUP I:

   City Of Perris based youth and adult sports and recreation group programs and activities offered through non-profit organizations having the following qualifications:

   (a) Letter of Determination from the Internal Revenue Service indicating that the organization is a recognized 501 (c)(3).

   (b) Proof of adult leadership, advisors and/or chaperones. (For youth activities only)

   (c) A majority of the participants must be seventeen (17) years of age or younger. (For youth activities only)

   (d) Shall not restrict persons from membership because of race, religion, sex, ethnic origin, social or economic status.

   (e) Meets regularly and has definite organizational structure including but not limited to:

       1. League By-Laws, which lists the time and place for annual meetings, election of officers, and appointment of two representatives to the City’s Sports Commissioner committee.

       2. Local league rules, officers and an annual Financial Statement.
3. List of current officers.
4. List of all participants (denote resident or non-City resident).
5. "Residential Preference Rule" During the registration period Perris residents are to be placed on teams first, and other vacancies may be filled by non-residents who must reside in the Perris High School and/or Val Verde School District areas, located in the County of Riverside, provided that all other registration and/or eligibility requirements are met. (applies to Youth leagues/organizations only)
6. The above documents are required to be filed with the Community Services Department.
7. Such documents will remain on file and updated annually or as needed.
8. If during usage of facilities the participating organizations By-Laws and/or local rules are not followed, the City reserves the right to suspend facility usage until the situation is corrected.

(f) Membership shall not be restricted by voting or any other procedures.

(g) Participants must be comprised of at least 90% City of Perris residents.

4. CITY RESIDENTS

5. RECREATION PROJECTS: Community recreational, training or education projects or programs.

6. SPECIAL USE: Educational programs or activities sponsored by a local School District with which the City has reciprocal facility use. Perris based religious groups holding a 501(c)(3) tax exempt status (for religious services), or other government agencies not shown in the priority list above. At the discretion of the City, special arrangements may be made with such agencies by joint use agreements or other special arrangements.

GROUP II

1. NON-CITY RESIDENTS

2. LIMITED MEMBERSHIP GROUPS: Which are restricted by voting or other procedures. Such as: Lodges, Fraternal Organizations, Unions, etc.

3. PRIVATE USE (RECREATIONAL): Including parties, recreations, banquets, etc.

4. PRIVATE USE (NON-RECREATIONAL): Including weddings, church services, business meetings, etc.

5. COMMERCIAL USE: Use by individuals or groups for commercial or profit making activities.

B. FACILITIES USAGE PROCEDURES AND POLICIES

The following policies and procedures have been established for the usage of the City Community Services facilities in order to better serve the Community's needs.
**USAGE PROCEDURES**

The following documents must be filled out in full and returned to Community Services Department, **4 weeks for Recurring Use, or 15 days for non-recurring use**, prior to usage before a permit to use City Facilities will be issued:

1. Application Form: If usage is for schools or private leagues, a schedule, practice schedule, etc with dates and times must be included.

2. Certificate of Insurance. (See Policies Section 2 for clarification).

3. Clean-up deposit, and/or other fees or deposits as required. All applicable fees must be paid in advance or for recurring uses by monthly invoice. **Fees which are not paid by the 15th day of the month of usage, may result in such Permit being revoked subject to the discretion of the Community Services Department Director or his designee.**

When usage is approved, a permit will be issued to the applicant. Requests for changes in usage after a permit is issued must be made in writing to the Community Services Department and are subject to approval by the Community Services Director or his designee.

**POLICIES**

1. Facilities are scheduled based on the Use Priorities Schedule, plus individual applicant needs (number of participants) and availability according to Facility Use Policy.

   a. **No organization shall be permitted (except for City Sponsored programs) to reserve the Bob Glass Gymnasium, Community Room and Senior Center for a period totaling more than six (6) months (180 days). Buildings are normally closed on all holidays as observed by the City, and permits will not be granted on those days without prior approval.**

2. Applicants must supply a certificate of General Liability insurance with the City named as an “ADDITIONALLY INSURED” for all user groups conducting reserved or sporting event activities. Limits shall be no less than $1,000,000.00 per occurrence for all covered losses and no less than $2,000,000.00 general aggregate. The City, its officers, officials, employees, and volunteers are to be covered as additional insureds for liability arising out of the use of a park or facility by the applicant.

3. Use of any City Facility by any youth organization shall require adult supervision at all times, at a minimum of one adult for each 20 youths.

4. Sportsmanlike conduct shall be observed by all participants, parents and organizers, at all times. Organizations are responsible for the conduct of their group.

5. Applicants agree to pay for all damage and/or loss of property, if any, which occur during the permitted usage period.
6. Applicants are responsible for returning City facilities in the same condition as it was received during the initial walk-through prior to the beginning of a permitted event. All trash must be picked up in the facility.

7. Security personnel as required by the Police Chief and/or City Manager or designated person, shall be arranged through a private security company and approved in advance by the Chief of Police, if applicable. When required, security must be present at the time applicant takes possession of the building and remain on duty until building is vacant.

8. No posters, bulletins, flyers or advertising signs are to be posted without first getting written authorization from Community Services Department.

9. No electrical, plumbing, painting or repair work of any kind is to be done without first getting written authorization from the City Manager or designated representative. This includes portable or permanent structures of any size or shape installed on City facilities.

10. Use of snack bars on City facilities will only be permitted on days the facilities are reserved unless other arrangements are made ahead of time in writing to Community Services Department. All food and drink is to be moved in and out as usage requires. Glass containers of any kind are not allowed. Snack Bar shall be thoroughly cleaned after each usage.

11. Alcoholic beverages of any kind are not permitted on any city facility.

12. The following applies to City Gymnasium:

   **NO SMOKING ALLOWED INSIDE**
   **ALCOHOLIC BEVERAGES OF ANY KIND ARE NOT PERMITTED**

13. Gates and doors shall be locked, windows secured and lights turned off after usage, if applicable.

14. Failure to observe the above rules could result in the suspension of the usage of the facility.

15. Failure to observe Policy #6 will result in the forfeiture of the clean-up deposit.
### PARKS AND FACILITIES

<table>
<thead>
<tr>
<th>Park</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Banta Beatty Park</td>
<td>118 North D Street</td>
</tr>
<tr>
<td>Bob Long Memorial Park</td>
<td>590 East San Jacinto Avenue</td>
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<tr>
<td>Copper Creek Park</td>
<td>217 Citrus Avenue</td>
</tr>
<tr>
<td>Foss Field Park</td>
<td>138 North Perris Blvd</td>
</tr>
<tr>
<td>Frank Eaton Memorial Park</td>
<td>3600 Bradley Road</td>
</tr>
<tr>
<td>Howard Schlundt Park</td>
<td>150 East 4th Street</td>
</tr>
<tr>
<td>May Ranch Park</td>
<td>3792 Evans Road</td>
</tr>
<tr>
<td>Mercado Park</td>
<td>925 South D Street</td>
</tr>
<tr>
<td>Metz Park</td>
<td>251 Metz Road</td>
</tr>
<tr>
<td>Monument Ranch Park</td>
<td>163 Monument Parkway</td>
</tr>
<tr>
<td>Morgan Street Park</td>
<td>600 East Morgan Street</td>
</tr>
<tr>
<td>Patriot Park Sports Complex (Soccer)</td>
<td>525 Murrieta Road</td>
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<tr>
<td>Patriot Park (Football)</td>
<td>525 Murrieta Road</td>
</tr>
<tr>
<td>Paragon Park</td>
<td>264 Spectacular Bid</td>
</tr>
<tr>
<td>Rotary Park</td>
<td>1491 A Street</td>
</tr>
<tr>
<td>Russell Stewart Park</td>
<td>160 East 1st Street</td>
</tr>
<tr>
<td>Skydive Baseball Park</td>
<td>415 Dale Street</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Facility</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bob Glass Gymnasium</td>
<td>101 North D Street</td>
</tr>
<tr>
<td>- Community Room</td>
<td></td>
</tr>
<tr>
<td>- Kitchen</td>
<td></td>
</tr>
<tr>
<td>Perris Senior Center</td>
<td>100 North D Street</td>
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<tr>
<td>- Banquet Room</td>
<td></td>
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<tr>
<td>- Kitchen</td>
<td></td>
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<tr>
<td>- Lounge</td>
<td></td>
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<tr>
<td>- Pool Room</td>
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<tr>
<td>- Nutrition Room</td>
<td></td>
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<tr>
<td>- Teen Center</td>
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<td></td>
<td>Group (1)</td>
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<td>------------------------</td>
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<tr>
<td></td>
<td>Local Non-Profits</td>
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<td></td>
<td>Public Agencies</td>
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<tr>
<td></td>
<td>City Residents</td>
</tr>
<tr>
<td>GYMNASIUM</td>
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</tr>
<tr>
<td>Hourly fee</td>
<td>$100</td>
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<tr>
<td>Cleaning/damage deposit (refundable)</td>
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<tr>
<td>Staff hourly fee</td>
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<tr>
<td>Set-up / breakdown fee</td>
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<tr>
<td>COMMUNITY ROOM</td>
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<tr>
<td>Hourly fee</td>
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<tr>
<td>Cleaning/damage deposit (refundable)</td>
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<td>Staff hourly fee</td>
<td>$20</td>
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<tr>
<td>Set-up / breakdown fee</td>
<td>$50</td>
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<tr>
<td>COMMUNITY ROOM / KITCHEN</td>
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<td>GYM / COMMUNITY ROOM / KITCHEN</td>
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<td>$20</td>
</tr>
<tr>
<td>Set-up / breakdown fee</td>
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</table>
# Perris Senior Center Fees

<table>
<thead>
<tr>
<th>Service</th>
<th>Local Non-Profits Public Agencies City Residents</th>
<th>Non-Profits agencies Non-residents Commercial Users</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Banquet Room</strong></td>
<td></td>
<td></td>
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<tr>
<td>Hourly fee</td>
<td>$30</td>
<td>$100</td>
</tr>
<tr>
<td>Cleaning/damage deposit (refundable)</td>
<td>$50</td>
<td>$100</td>
</tr>
<tr>
<td>Staff hourly fee</td>
<td>$20</td>
<td>$20</td>
</tr>
<tr>
<td>Set-up / breakdown fee</td>
<td>$50</td>
<td>$50</td>
</tr>
<tr>
<td><strong>Banquet Room / Kitchen / Lounge</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hourly fee</td>
<td>$100</td>
<td>$150</td>
</tr>
<tr>
<td>Cleaning/damage deposit (refundable)</td>
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<td>$100</td>
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<tr>
<td>Staff hourly fee</td>
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<tr>
<td>Set-up / breakdown fee</td>
<td>$50</td>
<td>$50</td>
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<tr>
<td><strong>Kitchen / Lounge</strong></td>
<td></td>
<td></td>
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<tr>
<td>Hourly fee</td>
<td>$20</td>
<td>$50</td>
</tr>
<tr>
<td>Cleaning/damage deposit (refundable)</td>
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<tr>
<td>Staff hourly fee</td>
<td>$20</td>
<td>$20</td>
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<tr>
<td>Set-up / breakdown fee</td>
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<td>$20</td>
</tr>
<tr>
<td><strong>Nutrition Room</strong></td>
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<tr>
<td>Hourly fee</td>
<td>$20</td>
<td>$50</td>
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<tr>
<td>- with Kitchen</td>
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<td>$100</td>
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<tr>
<td>Cleaning/damage deposit (refundable)</td>
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<tr>
<td>Staff hourly fee</td>
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<tr>
<td>Set-up / breakdown fee</td>
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<td>$25</td>
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<tr>
<td><strong>Pool Room</strong></td>
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<tr>
<td><strong>Teen Center</strong></td>
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</table>
# SPORTS FIELD AND PARK RENTAL FEES

<table>
<thead>
<tr>
<th></th>
<th>Group (1)</th>
<th>Group (2)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Local Non-Profits</td>
<td>Non-Profit agencies</td>
</tr>
<tr>
<td></td>
<td>Public Agencies</td>
<td>Non-residents</td>
</tr>
<tr>
<td></td>
<td>City Residents</td>
<td>Commercial Users</td>
</tr>
<tr>
<td>SOCCER/BASEBALL/FOOTBALL FIELDS</td>
<td></td>
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</tr>
<tr>
<td>Youth Sports Leagues</td>
<td>$7 hour/per park</td>
<td>$12 hour/per park</td>
</tr>
<tr>
<td>Adult Sports Leagues (no field lights)</td>
<td>$15 hour/ per park</td>
<td>$30 hour/ per park</td>
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<tr>
<td>Adult Sports Leagues (with field lights)</td>
<td>$25 hour/ per park</td>
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<tr>
<td>Field Preparation (per field)</td>
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<tr>
<td>Equipment Deposit*</td>
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<td>Clean up Deposit*</td>
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<td>Snack Bar Deposit*</td>
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<tr>
<td>Key Deposit*</td>
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<td>$25</td>
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<tr>
<td>Staff Call-out (per hour, minimum of 2 hours)</td>
<td>$20</td>
<td>$20</td>
</tr>
<tr>
<td>Special events/tournaments (no field lights)</td>
<td>$200 day/ per field</td>
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<tr>
<td>Special events/tournaments (with field lights)</td>
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<tr>
<td>PATRIOT PARK SOCCER COMPLEX</td>
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<tr>
<td>Youth Sports Leagues**</td>
<td>$25</td>
<td>$70</td>
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<tr>
<td>Adult Sports Leagues**</td>
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<td>$70</td>
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<tr>
<td>Special events/tournaments (no field lights)</td>
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<td>$500 per day</td>
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<tr>
<td>Special events/tournaments (with field lights)</td>
<td>$225 per day</td>
<td>$525 per day</td>
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<tr>
<td>Clean up deposit*</td>
<td>$500</td>
<td>$1000</td>
</tr>
<tr>
<td>Staff Call-out (per hour, minimum of 2 hours)</td>
<td>$20</td>
<td>$20</td>
</tr>
<tr>
<td>PARK PAVILIONS</td>
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<tr>
<td>Reservation fee***</td>
<td>$12</td>
<td>$12</td>
</tr>
</tbody>
</table>

*Equipment, clean up, snack bar, and key deposits are refundable.

** League fees will automatically increase to $30 per hour September 8, 2016.

*** A permit to reserve a park pavilion will not be issued until all fees are paid.
FIELD USAGE PROCEDURES

The City of Perris welcomes the use of parks and sports fields by local youth and adult sports organizations and is interested in developing relationships with these groups. The City of Perris policies are designed to create fairness in the allocation of fields and are based on the accurate provision of information given by each organization. Although the City of Perris may check to verify accuracy, all organizations are expected to verify to the best of their ability the residency requirements in good faith. If any information is found to be inaccurate or overstated, the City of Perris has the authority to rescind its original agreement and re-issue field use so that it best meets the needs of the city.

The following documentation must be completed and returned to the Community Services Department office, 4 weeks prior to the requested date:

1. Facilities Use Application Form.

2. Certificate of Insurance with the City named as “ADDITIONALLY INSURED”.
   a. Applicants must supply a certificate of General Liability insurance with the City named as an “ADDITIONALLY INSURED” for all user groups conducting reserved or sporting event activities. Limits shall be no less than $1,000,000.00 per occurrence for all covered losses and no less than $2,000,000.00 general aggregate. The City, its officers, officials, employees, and volunteers are to be covered as additional insureds for liability arising out of the use of a park or facility by the applicant.
   b. Names of officers, term limits, addresses, and phone numbers.
   c. Board of Directors and general member meeting dates, time, and locations.
   d. The most current member roster with addresses and phone numbers.
   e. A copy of organizations by-laws and Articles of Incorporation.
   f. Acceptable proof of non-profit status.
   g. The City of Perris reserves the right to deny any group use of the fields without cause.

3. All applicable fees, if any, must be paid one (1) week prior to the requested use.

When usage is approved, a permit will be issued to the applicant. Changes in usage after permit is issued must be submitted in writing to the Community Services Department.
YOUTH/ADULT SPORTS AFFILIATE POLICY

AFFILIATE GROUPS DEFINED

Community non-profit organizations obtaining Affiliate Status in the City of Perris are considered independent of the City of Perris. Decisions regarding group's functions and activities are the sole responsibility of each organization. The City of Perris assumes no jurisdiction over the administration, operation, and planning of groups activities. The City of Perris expects each organization to conduct business in a professional manner. This includes posting meetings notices, making meeting minutes and financial statement reports to members, and keeping members informed of board decisions.

- All user groups must have an affiliation with a national governing body. That national body must have governance over the association. This includes requirements to submit rosters of their Board of Directors, financial reports, association constitutions, and the organization by laws.
- The City of Perris will manage the athletic fields to ensure NO duplication of services. For example: Little League Baseball has rules that require that everyone must pay (i.e. recreation) whereas Travel Club Baseball has no minimum play rule (i.e. competitive); thus these two organizations are similar activities but have different goals.
- The Community Services Department sees the benefit of serving those people that live inside the City's boundaries. Therefore, 90% of youth and adult participants shall have City of Perris mailing addresses.
- The affiliate recreational organizations must provide recreation programs which complement existing programs of the City of Perris Community Services Department and other affiliates.
- Failure to comply with the affiliation policy may result in the termination of the users' permit.

FIELD USAGE/HOURS

- All permit reservations may not exceed the starting or ending times on permit. All parks close at 10pm, and all participants are expected to be off the property at 10pm.
- It is the responsibility of all organizations to leave the fields permitted clean and orderly. Any and all decoration, trash and debris must be placed in the provided receptacles.
- All organizations must have permit with them at all times or field usage maybe terminated by park security.
- In order to keep the City of Perris fields in good playing condition as well as to protect the public, generally no team will be allowed to practice or play games on City of Perris field during and/or for a period of 24 hours following rain. If after 24 hours, the fields are still in a wet and/or muddy condition, groups will not be allowed to practice or play games until the fields are in a playable condition. It is mandatory to call the office after any rain about field usage.
Users will be charged for all costs incurred by the City of Perris for repair to the turf and/or irrigation systems due to failure to comply with the rain policy. Repairs costs are based on actual expenses and normal City overhead. Failure to comply with the rain policy may also result in the termination of the users’ permit.

The organization president/commissioner is responsible to contact the Community Services Department for field reports. Reports are available Monday-Friday after 3:00pm and includes weekend conditions. Good judgment by youth and adult coaches should be used on weekend play during inclement weather.

SEASONS

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<th>Usage</th>
<th>Fall/Winter</th>
<th>Spring/Summer</th>
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<td>August 1</td>
<td>February 1</td>
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<td>Closing Date</td>
<td>December 15</td>
<td>June 15</td>
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<td>Football/Soccer</td>
<td>Baseball/Softball</td>
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<tr>
<td>Secondary User</td>
<td>Baseball/Softball</td>
<td>Football/Soccer</td>
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</table>

Note: These dates are subject to change to accommodate scheduled maintenance.
Patriot Park Sports Complex

RFP 525 Murrieta Road Perris, Ca. 92571

Julio Reyes
7/10/2015

Dear City of Perris,

JR Sports is seeking the opportunity of Operation and Management of Patriot Park Sports Complex. Over the past 19 years working with the city, we’ve been anxiously waiting for an opportunity like this so we are eager and excited with the possibility of introducing brand new Soccer Programs on this state of the art turf field to the City of Perris. I appreciate your time and consideration.

X

Julio Reyes
Owner, President
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<thead>
<tr>
<th>Section</th>
<th>Page</th>
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<tbody>
<tr>
<td>Cover Letter</td>
<td>1</td>
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<tr>
<td>Overview</td>
<td>2</td>
</tr>
<tr>
<td>League Fees</td>
<td>3</td>
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<tr>
<td>Proposed Program</td>
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<td>Additional Information (Facebook, Website)</td>
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Soccer League Management Program

Overview

General Overview

Jr Sports soccer league was created to provide activities and opportunities for young people, regardless of race, religion or economic status, in our community. Our staff will design and implement youth and adult sports programs with academic and social standards that will develop young people into well rounded members of our community. In addition to the programs that will take form in the City of Perris.

Mission Statement

To enhance the lives of young people living in our community through sports and activities that are rooted in fun, educational, and ethical principles. Through our programming we hope to give our youth the discipline, knowledge, and opportunities to be successful in their adult lives.
League Fee's

Adult League: $400.00 Per Team / Per Season
Youth League: $300.00 Per Team / Per Season

Hourly Rate

Adult League: $30.00
Youth League: $25.00

**Adult League: Potential Financial 12 Week Seasonal Breakdown**
$400.00 per team @ 36 Teams = $14,400.00
City of Perris Compensation 25% = $3,600.00

**Weekend Adult Rate**
$30.00 Hourly @ 10 Hours = $300.00 (Each Sunday)
$300.00 @ 12 Sundays = $3600.00

**Youth League: Potential Financial 12 Week Seasonal Breakdown**
$300.00 per team @ 16 Teams = $4,800.00
City of Perris Compensation 25% = $1,200.00

**Weekend Youth Rate**
$25.00 Hourly @ 10 Hours = $250.00 (Each Saturday)
$250.00 @ 12 Saturdays = $3,000.00

Total Revenue for Every 12 Weeks (Per Season)

City of Perris..................................................$11,400.00
### Proposed Divisions, Days of Play and Number of Teams

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<tr>
<th>Day of Play</th>
<th>Divisions</th>
<th>Number of Teams</th>
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<td>Monday</td>
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<td>Tuesday</td>
<td>Youth Practice 5:00-7:00pm</td>
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<tr>
<td></td>
<td>Mens / Womens Open 7:00-10:00pm</td>
<td>6 / 6 Total 12 Teams</td>
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<tr>
<td>Wednesday</td>
<td>Youth League Ages 6-10 5:30-8:30pm</td>
<td>Total 12 Teams</td>
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<tr>
<td>Thursday</td>
<td>Youth Practice 5:00-7:00pm</td>
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<tr>
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<td>Mens / Womens Over 30+ and Coed</td>
<td>6 / 6 Total 12 Teams</td>
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<tr>
<td>Friday</td>
<td>Youth League</td>
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<td>Mens 6v6 Open</td>
<td>12 Teams</td>
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<td>Hourly Youth</td>
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<td>Sunday</td>
<td>Hourly Open</td>
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<td>Total Adult Teams</td>
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<td>OVERALL NUMBER of TEAMS</td>
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</table>
Soccer League Management Program

**Indoor Soccer Program**

**Current Divisions, Days of Play and Number of Teams**

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<tr>
<td>Free Practice 4:00-5:00pm</td>
<td>Mens Open</td>
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<tr>
<td>Tuesday</td>
<td>Youth Ages 6-8</td>
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<tr>
<td>Free Practice 4:00-5:00pm</td>
<td>Mens Over 40 7:00-10:00pm</td>
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</tr>
<tr>
<td>Wednesday</td>
<td>Youth League Ages 12</td>
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<td>Free Practice 4:00-5:00pm</td>
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<tr>
<td>Thursday</td>
<td>Youth League Ages 10-11</td>
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<tr>
<td>Free Practice 4:00-5:00pm</td>
<td>Coed 7:00-10:00pm</td>
<td>10</td>
</tr>
<tr>
<td>Friday</td>
<td>Youth Ages 14-16</td>
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<td>Free Practice 4:00-5:00pm</td>
<td>Youth U-5 9:00am-12:00pm</td>
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<tr>
<td>Saturday</td>
<td>Womens Open 9:00am-12:00pm</td>
<td>6</td>
</tr>
<tr>
<td>Sunday</td>
<td>Closed</td>
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</table>

|                  | Total Youth Teams            | 42              |
|                  | Total Adult Teams            | 48              |
| **OVERALL NUMBER of TEAMS** |                        | 90              |
## Experience

**Julio Reyes**  
130 Walnut Ave. Suite A1  
Perris, California, 92571  
Telephone: 951-532-6437  
Email: Jrsportsinter12@aol.com

<table>
<thead>
<tr>
<th>Year</th>
<th>Role/Location</th>
<th>Details</th>
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</table>
| 1996-Present | **Jr Sports**: 130 W. Walnut Ave Suite A1 Perris, Ca. | **Business Owner**  
- Managing Staff  
- Great Customer Service and Communication skills  
- Coordinating Traveling Soccer Events (World Cup and other major Tournaments) |
| 1996-Present | **InterCities Soccer League**: 130 W. Walnut Ave Suite A1 Perris, Ca. | **President**  
- Coordinating Soccer League Programs  
- Growing our league from 4 Teams to 100+ Teams  
- Professional relationship with big soccer clubs including national team. |
| 2010-Present | **Jr Sports Indoor Park Soccer League**: 26445 Emerald Perris, Ca. | **Owner / President**  
- Hosting soccer clinics with Professional Soccer Players  
- Coordinating Soccer League Programs |
| 2009-Present | **La Academia Soccer Club**: 130 W. Walnut Ave Suite A1 Perris, Ca. | **President**  
- CalSouth’s affiliate La Academia Soccer Club  
- Managing 16 very competitive club teams |
| 1998-2000 | **AYSO Region 544**: Perris, Ca. | **Commissioner**  
| **Education:** | **UAEM, Morelos, Mexico**  
- Sociology Degree |
Soccer League Management Program

Staff

Julio Reyes, President/Owner
Opened Jr Sports and started InterCities Soccer League in 1996 and currently is the biggest local league in this area with over 100+ teams. Currently he's the President of La Academia Soccer Club which was established in 2009. Had a brief stint as AYSO Commissioner from 1998-2000. Currently has Co-Coordintaed Copa Jimador which is 1 of Southern California biggest amateur tournament, His ties have allowed him to bring Professional and Ex-Professional Players to host clinics, soccer camps and has brought Profesional Teams to play vs our La Academia Club, with these professional relationship he's been able to send various local player to Try-Outs with professional clubs.

Aurelio Correa, Coordinator
Aurelio joined the Jr Sports Staff in 2003 and has been involved in growing the mens divisions along with helping start the youth programs in 2005 from 12 teams to over 100+ teams. In 2009 Helped start up our CalSouth affiliate La Academia Soccer Club. Job duties have included coordinating league schedules, registrations, organizing tournaments, coaching clinics and referee scheduling’s along with being the registrar for La Academia Soccer Club. Coached our U.S.A.S.A. Womens U-23 Team from 2005-2007 to various sanctioned Tournaments in Scottsdale Arizona, Las Vegas Nevada, Portland Oregon, Seattle Washington and various local cities. While coaching our mens U-23 program 2001-2006 he was fortunate enough to participate in 2 International tournaments in Mexico City and in Morelos, Mexico while competing in most southern californias mens U-23 Competitive tournaments.

Taly Mendoza, Manager
Taly joined the Jr Sports Staff in 2006 she has managed our sales, merchandise, apparel and inventory while splitting multiple league duties that include registrations and scheduling’s. She has been credited with starting our womens open and womens over 30 programs along with maximizing our indoor soccer program daily for the past 5 years.
Soccer League Management Program

Jr Sports Organization Structure

1: Julio Reyes Livescan through CalSouth
2: Taly Mendoza Livescan through CalSouth
3: Aurelio Correa Jr Livescan through CalSouth

PRESIDENT
Julio Reyes

COORDINATOR
Aurelio Correa Jr.

MANAGER
Taly Mendoza
**BUSINESS LICENSE**

**CITY OF PERRIS**

101 North "D" Street  
Perris, CA 92570  
(951) 443-1029

Name: REYES, JULIO C & GLORIA  
Business: JR'S SPORTS  
Location: 130 WALNUT ST # A-1  
PERRIS, CA 92571

Mail To: JR'S SPORTS  
130 WALNUT ST #A-1  
PERRIS CA 92571

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**Description**  
BUSINESS LICENCE FEE - SB 1186  
ANNUAL FIRE/LIFE SAFETY DIV M  
LOCATION WITHIN THE CITY LIMITS

- PLACE IN A CONSPICUOUS PLACE -  
NOT TRANSFERABLE

Business License Division

THE ISSUANCE OF A BUSINESS LICENSE SHALL IN NO WAY BE CONSTRUED TO RELIEVE THE LICENSEE OF COMPLIANCE WITH ORDINANCES OF THE CITY OF PERRIS OR LAWS OF THE STATE OF CALIFORNIA. NOR SHALL SUCH ISSUANCE BE DEEMED A WAIVER OF THE CITY OF PERRIS OF PAST OR FUTURE VIOLATIONS OF SUCH LAWS AND ORDINANCES. THIS LICENSE WAS ISSUED WITHOUT VERIFICATION THAT THE BUSINESS HAS BEEN LICENSED BY THE STATE OF CALIFORNIA.

LICENSE TO BE RENEWED WITHIN 30 DAYS AFTER EXPIRATION DATE

June 18, 2015
PROMISSION NUMBER: 6BRP60000005575000

COMMERCIAL GENERAL LIABILITY
CG 20 26 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
City of Perris Parks & Recreation
101 North "D" St.
Perris, CA 92570

Cert Policy 950
Named Insured: Intercities Soccer League
DBA: Perris Inter S.L.

Effective: 09/26/2014-09/26/2015

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
1. In the performance of your ongoing operations;
or
2. In connection with your premises owned by or rented to you.

However:
1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:
If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.
ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/26/2014

This Certificate is Issued as a matter of Information Only and confers no rights upon the Certificate Holder. This certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the policies below. This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the Certificate Holder.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsements.

PRODUCER
K&K Insurance Group, Inc.
1712 Magnavox Way
Fort Wayne IN 46804

CONTACT NAME: Mass Merchandising
PHONE (Attn., Enq.): 1-800-426-2889
EMAIL ADDRESS: info@sportinsurance-kk.com

INSURED
Interelles Soccer League
DBA: Perris Inter S.L.
130 W. Walnut Ave., Suite A-1
Perris, CA 92571
A Member of the Sports, Leisures & Entertainment RPG

INSURER(S) AFFORDING COVERAGE
INSURER A: Nationwide Mutual Insurance Company
23787
INSURER B:
INSURER C:

COVERAGES CERTIFICATE NUMBER: 200167639 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

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<td></td>
<td></td>
<td>PRIMARY MEDICAL</td>
</tr>
<tr>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>EXCESS MEDICAL</td>
</tr>
</tbody>
</table>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 161, Additional Remarks Schedule, may be attached if more space is required)

Sport: Adult Soccer
Ages: 20 and Over
The certificate holder is added as an additional insured, but only for liability caused, in whole or in part, by the acts or omissions of the named insured.

CERTIFICATE HOLDER
City of Perris Parks & Recreation
101 North "D" St.
Perris, CA 92570
Owner/Manager/Lessor of Premises

CANCELLATION
Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

AUTHORIZED REPRESENTATIVE
Scott Millard

Coverage is only extended to U.S. events and activities.

** NOTICE TO TEXAS INSUREDS: The insurer for the purchasing group may not be subject to all the insurance laws and regulations of the State of Texas.

ACORD 25 (2014/01) © 1988-2014 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD.
CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/26/2014

PRODUCER: K&K Insurance Group, Inc.
1712 Magnavox Way
Fort Wayne IN 46804

CONTACT NAME: Mass Merchandising
PHONE/#AC. No.: 1-800-426-2889
FAX/#AC. No.: 1-260-459-5105
E-MAIL ADDRESS: info@sportsinsurance-kk.com

INSURED: InterCity Soccer League
DBA: Perris Inter B.L.
130 W. Walnut Ave, Suite A-1
Perris, CA 92571
A Member of the Sports, Leisure & Entertainment RPG

CI#: 650
CP#: 10050224

INSURER(S) AFFORDING COVERAGE: Nationwide Mutual Insurance Company
NAIC #23787
INSURER B:
INSURER C:
INSURER D:

COVERAGES

CERTIFICATE NUMBER: 2000167654
REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR REFERRED TO. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE LIMITS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

A
COMMERCIAL GENERAL LIABILITY
CLAIMS-MADE
X OCCUR
X

POLICY NUMBER: 6BRPG0000005575000
POLICY DATE: 09/26/14
POLICY TERMINATION DATE: 09/25/15

LIMITS:

1. EACH OCCURRENCE:
- DAMAGE TO RENTED PREMISES (Ex. Occurrence): $300,000
- MED EXP (Any one person): $5,000
- PERSONAL & ADJURY: $1,000,000
- GENERAL AGRGATE: $5,000,000
- PRODUCTS-COMPANY AGG: $1,000,000
- PROFSSIONAL LIABILITY: $1,000,000
- LEGAL LIABILITY TO PARTICIPANTS: $1,000,000

B
AUTOMOBILE LIABILITY
ANY AUTO
ALL OWNED AUTOS
SCHEDULED AUTOS
NON-OWNED AUTOS
X
X

POLICY NUMBER: 6BRPG0000005575000
POLICY DATE: 09/26/14
POLICY TERMINATION DATE: 09/26/15

COMBINED SINGLE LIMIT:

- BODILY INJURY (Per person): $1,000,000
- BODILY INJURY (Per accident): $1,000,000
- PROPERTY DAMAGE (Per accident): $1,000,000

C
MEDICAL PAYMENTS FOR PARTICIPANTS

POLICY NUMBER: 6BRPG0000005575000
POLICY DATE: 09/26/14
POLICY TERMINATION DATE: 09/26/15

PRIMARY MEDICAL:
EXCESS MEDICAL: $25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Information Schedule, may be attached if more space is required)

Legal Liability to Participants (LLP) limit is a per occurrence limit.

Sport: Youth Soccer
Ages: 12 and Under, 13-15, 16-19 Years Old
The certificate holder is added as an additional insured, but only for liability caused, in whole or in part, by the acts or omissions of the named insured.

CERTIFICATE HOLDER
City of Perris Parks & Recreation
101 North "D" St
Perris, CA 92570
Owner/Manager/Lessor of Premises

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE DATE HEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Scott Babcock

Coverage is only extended to U.S. events and activities.
* NOTICE TO TEXAS INSURERS: The insurer for the purchasing group may not be subject to all the insurance laws and regulations of the State of Texas.
ACORD 25 (2014/01)

The ACORD name and logo are registered marks of ACORD.
Financial Viability

### Revenue

<table>
<thead>
<tr>
<th>Season</th>
<th># of Teams</th>
<th>2012</th>
<th># of Teams</th>
<th>2013</th>
<th># of Teams</th>
<th>2014</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Winter Adults</td>
<td>48</td>
<td>$16,800.00</td>
<td>48</td>
<td>$16,800.00</td>
<td>48</td>
<td>$16,800.00</td>
<td>$50,400.00</td>
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<tr>
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<td>42</td>
<td>$12,600.00</td>
<td>42</td>
<td>$12,600.00</td>
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<td>$12,600.00</td>
<td>$37,800.00</td>
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<tr>
<td>Spring Adult</td>
<td>48</td>
<td>$16,800.00</td>
<td>48</td>
<td>$16,800.00</td>
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<td>$16,800.00</td>
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<td>42</td>
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<td>$12,600.00</td>
<td>42</td>
<td>$12,600.00</td>
<td>$37,800.00</td>
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<tr>
<td>Summer Adults</td>
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<td>48</td>
<td>$16,800.00</td>
<td>48</td>
<td>$16,800.00</td>
<td>$50,400.00</td>
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<tr>
<td>Summer Youth</td>
<td>42</td>
<td>$12,600.00</td>
<td>42</td>
<td>$12,600.00</td>
<td>42</td>
<td>$12,600.00</td>
<td>$37,800.00</td>
</tr>
<tr>
<td>Fall Adults</td>
<td>48</td>
<td>$16,800.00</td>
<td>48</td>
<td>$16,800.00</td>
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<td>$16,800.00</td>
<td>$50,400.00</td>
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<tr>
<td>Fall Youth</td>
<td>42</td>
<td>$12,600.00</td>
<td>42</td>
<td>$12,600.00</td>
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<tr>
<td>Gross Revenue</td>
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<td>$117,600.00</td>
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<td>$117,600.00</td>
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### EXPENSES

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<tr>
<th>Season</th>
<th>2012</th>
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<th>2014</th>
<th>Total</th>
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<td>Officials</td>
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<td>Uniforms</td>
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<td>T-Shirts</td>
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<tr>
<td>Staff Fee's</td>
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<td>$12,000.00</td>
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<td>Office Lease</td>
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<td>$148.00</td>
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<td>Advertising</td>
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<td>$2,700.00</td>
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<tr>
<td>Website Fee's</td>
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<td>$1,500.00</td>
<td>$4,500.00</td>
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<td><strong>Total Expenses</strong></td>
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<td><strong>$94,714.00</strong></td>
<td><strong>$94,714.00</strong></td>
<td><strong>$284,142.00</strong></td>
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### Jr Sports

<table>
<thead>
<tr>
<th>Season</th>
<th>2012</th>
<th>2013</th>
<th>2014</th>
<th>Total</th>
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</thead>
<tbody>
<tr>
<td>Net Profit</td>
<td>$22,886.00</td>
<td>$22,886.00</td>
<td>$22,886.00</td>
<td>$68,658.00</td>
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</tbody>
</table>
July 9, 2015

To Whom It May Concern:

I am writing this letter on behalf of Mr. Julio Reyes. I have had the pleasure of getting to know Mr. Reyes through the past years and feel as though he has demonstrated high exemplary expectations through his commitment to the community and others.

Mr. Reyes seeks to continue to expand his efforts to engage young kids in positive outlets by broadening his programs. His endeavors reach far beyond the soccer field. Mr. Reyes fosters various community outreach programs that feed and clothe the needy. They also organize major community events, such as free soccer clinics from professionals and college/university coaches. He constantly advocates for academic success through promoting colleges and universities to ensure that the future generations are well equipped for what is to come.

Mr. Julio Reyes does not only serve the youth in the community, he advocates for all ages as well. He is heavily involved with other organizations that serve the Spanish speaking community to ensure that they are informed of various policies and regulations that are processed on a daily basis. The Fifth District community acknowledges and appreciates Mr. Reyes for his enthusiasm and drive to assist the community at large.

Due to his commitment to the community outreach and academic success, it is without reservation that I write this letter of recommendation for Mr. Julio Reyes. I have no reservations that Mr. Julio Reyes will work hard to have everything in order and is willing to meet the requirements and goals of any task at hand. He has the support of many individuals, including myself, that understand and are aware of where his heart is, along with the plans he has set for his community.

If you should have any questions or concerns, please do not hesitate to contact me.

Sincerely,

[Signature]

Marion Ashley, Chairman
Board of Supervisors
Riverside County, Fifth District
To whom it may concern:

I have known Julio Reyes for more than 20 years. He was my neighbor for 8 years and also a business client for over 15 years.

Julio Reyes still conducts business transactions with me as I have notarized legal documents for him and some income tax consultation.

I as real estate agent have sold many real estate properties to him and I have seen the beneficial activities with community he has done at first hand.

As a business owner he has worked with multiple cities and brought sports and recreation to many communities.

Julio Reyes has given back to the community by participating in the Perris Valley Chamber of Commerce and presently as director with the Hispanic Association of Small Businesses of which I am the President.

To the best of my knowledge, Julio is and has been a person of good character and a stable business owner.

I believe he can be a great asset to any institution or association that is willing to giving him an opportunity.

Sincerely,

Armando Hurtado
To whom it may concern:

Julio Reyes has been my friend and colleague for a couple of years now and he has proven to be a reliable, honest, and responsible business partner and team player.

We both have participated in civil organizations such as the Perris Chamber of Commerce, as Directors, the Hispanic Association of Small Businesses, as Directors and other local nonprofit organizations that have improved the quality of life of this community.

He is in the Sports and Recreational business and I as a doctor know firsthand how important it is to practice sports and promote health. Julio Reyes has promoted health and well being thru sports and his soccer leagues, not only in the city of Perris but in all surrounding communities as well.

Because he has been in this business a long time, he is very well connected with major soccer players that makes his business leagues more attractive to youth and sports fans in general.

I strongly believe that he can be an invaluable asset to any community not only because of his good character and fairness but also because of his experience in the sports field.

For further references, please call me at, 951-427-2262

Sincerely,

Dr. David Hernandez Rodriguez, Internal Medicine.
Soccer League Management Program

By-laws

Jr Sports League Rules

Article 1

1. Jr Sports Youth & Adult Soccer Programs will abide by FIFA rules.
2. Each player meeting age requirement will be allowed to participate.
3. Each team meeting league registration requirements will be considered member of Intercities youth soccer league.
4. Any team or club can be dropped out of the league due to any violent act towards a player, coach or referee and possibly prosecuted.
5. No inappropriate behavior will be tolerated by any parents, coaches or spectators in the direction of any league employee.
6. We reserve the right to keep any player or coaches credential card due to a violent act if the player is caught playing. That team will have a automatic loss for every game they participate.
7. If a teams coach or spectators invade the field without permission will lose that game. If a player get’s red carded and does not exit the field within 2 minutes his team will lose that game even if the referee continues the rest of that game.

Article 2

1. League fees must be paid before starting league play.
2. Team registration fee will be $400.00 (Adult) and $300.00 (Youth) per season.
3. Each players must fill out a league waiver* and show their original birth certificate or passport along with a valid California or school ID.
4. If a team withdraws from league play all games will be considered a loss.

Article 3
1. Any league rule under certain circumstances can be changed during a league meeting by majority decision.
2. Team meeting will take place every 2nd Monday of every month each team that does not attend the meeting will lose 2 points for not attending.
3. Any team caught playing with an ineligible players will be subject to lose all their points, if caught during playoffs their team will be removed from the playoffs.
4. Incase a players with a red card participates in a game while suspended his team will automatically lose 4-0 and will be suspended 2 more games and fined $20.00 before being eligible to play again.
5. If a player plays on 2 different teams (Different days of the week) and get's a red card with one team he will be automatically be suspended from playing with both teams.
6. The league president can call a meeting incase of any needed situation related to a certain game or field circumstance.
7. Age brackets are from August 1st thru December 31st
8. Each team is allowed a max. of 12 players per team
9. There’s open substitutions no limit.
10. Every new team has 2 weeks to be fully uniformed and have completed all there player ID’s.
11. Any player without their complete team uniform will not be allowed to participate.
12. If any coach is caught or proven to be recruiting other clubs players will cause his team to lose 3 points.

**Article 4**

1. If a coach receives a red card he will be suspended for 2 games he cannot show up at any of his teams game if so his team will automatically lose.
2. Any player changing teams or within the same division will be obligated to fill out a transfer application and fined $20.00 you can only transfer 1 time per season.
3. Any player looking to transfer due to disciplinary action or unsportsmanships are subject to be denied a players transfer.
4. Each team must have at least 7 players to make a game official.
5. If a team forfeits it’s game it will be fined both teams referee fee’s and will lose 4-0 and the fine must paid before being put back on the schedule.
6. Any player red carded will be fined $10.00 and suspended a minimum of one game.
7. If a team wants to verify a players ineligible age it will be charged $20.00 to open a investigation if player is found ineligible the $20.00 will be returned and the players team will be fined $40.00.
8. Any report on any game must be turned in to the league within 48 hours.

Article 5

1. Game times by ages
2. Adults Two 25 min. halves – Referee fee $35.00
   U-6 Two 25 min. halves - Referee cost $35.00
   U-8 Two 25 min. halves - Referee cost $35.00
   U-10 Two 25 min. halves - Referee cost $35.00
   U-12 Two 25 min. halves - Referee cost $35.00
   U-14 Two 25 min. halves - Referee cost $35.00
   U-16 Two 25 min. half - Referee cost $35.00
   U-18 Two 25 min. half - Referee cost $35.00
3. Adult Ball Size #5
4. U-6 and U-8 Ball size #3
5. U-10 and U-12 Ball size #4
6. U-14, U-16 and U-18 Ball size #5
7. Each team is allowed a 15 minute grace period when short handed less than 7 players.
8. If a team start a game shorthanded they have until the end of the 1st half to complete the 11 players on the field. If not complete by the end of the 1st half any player must enter as a substitute.
9. If any team forgets to present their league ID’s they will have until the beginning of the 2nd half to present them if not they will lose 2-0.
10. At coaches meetings we recommend for only coaches or asst. coaches to show up.
11. U-6 teams will play with 7 players on the field.
12. U-8 teams will play with 9 players on the field.
13. All other ages will play with 11 players on the field.
Article 6

1. Each coach must maintain proper language and attitude.
2. The same respect is expected from all spectators.
3. Each coach is required to have on display their coaches ID card or lose 1 point.
4. Each game sheet must be fully filled out and given to the referee no later than the 2nd half.
5. Players cannot have repeated numbers on their jerseys.
6. Each coach cannot exceed outside their coaches box.
7. Any same club player is eligible to register and play on any older club team.
8. Each team must present 1 good game ball.
9. U-6 and U-8 will not have off sides or throw ins.

Article 7

1. Each team must enter field at the half field line.
2. At the end of each game the teams must give a cheer and a hand to the opposing team no matter the result.
3. No anti sport actions will be tolerated before or after each game.
4. In case of a fight the referee has the right to end the game and the team whom started the will automatically lose 2-0.
5. Any game suspended for a certain reason will be reschedule for another date.
6. If a player receives a red card and somehow the referee forgets to collect the players ID he will remain suspended.
7. Any team that abandons the field will be fined $50.00 and will lose that game 4-0.
8. Any coach or spectator that receives a red card has 2 minutes to leave the field or risk losing 4-0.
9. Any game protested by any coach has to be reviewed the league president.
10. No drugs or alcohol will be tolerated at any field.
11. No referee has the authority to decide the outcome off any game.
Find A League Or Club

Your search has found 1 result
Search by Zip: 92571 5 miles
Search by District: Choose
Search by Keyword:
Search by Affiliate Type:
  □ Adult
  ☑ Youth
Search by Youth Program Type:
  □ CCAP (Camps, Clinics & Academy Programs)
  □ Club
  □ Competitive League
  □ Recreational League
  □ TOPSoccer
Search by Other Play Types:
  □ 11v11
  □ 7v7
  □ Beach
  □ Futsal
  □ Indoor
Submit Search Clear Results

La Academia
Street Clubs
Affiliate Type: Youth
Gender(s): Boys, Girls
District:
  • District 5, San Bernardino & Riverside Counties
Youth Program Type(s):
  • Club
Other Play Type(s):
  • 11v11
Contact name: Juno Reyes
Contact Phone: 951 532.6437
Contact by Email
Visit their website here
ZIP: 92571 Distance: 0 miles
JR. SPORTS
HOME OF THE INTERCITIES SOCCER LEAGUE & LA ACADEMY SOCCER CLUB

FACEBOOK

LEAGUE NEWS

Jr. Sports
130 W. Walnut Ave. Suite
Al Pierr, Ca. 92571
Phone 951-443-1065
Fax 951-443-0579
Store Hours
Monday - Saturday 11:00am
- 6:00pm  Lunch (2:45pm
3:45pm) Sunday 8:00am
- 3:00pm

http://www.laligaintercities.com/

7/10/20

GRACIAS RUJENDO TABOADA

UN GRAN GRELLO PARA LA LIGA INTERCITIES HABER SIDO LA SEDE Y
SER LOS ANFITRIONES DE ESTOS
JOVENITOS GUATEMALTECOS. QUE
CAS A UN MES DE SU CAMPEONATO
ESCUERAN DANDO DE QUE HABLAR EN
SU PAIS!!
BACKGROUND/DISCUSSION: Assembly Bill 2188 was approved by the Governor on September 21, 2014 and filed with the Secretary of State on September 21, 2014. This Assembly Bill requires every City and County to create an expedited permitting and inspection process for small, residential solar energy systems, and alters the definition of what is a reasonable restriction on a solar energy system and makes additional changes to the Solar Rights Act. The bill requires the following:

1. On or before September 30, 2015, every City and County, or City and County to adopt an ordinance that creates an expedited, streamlined permitting process for small residential rooftop solar energy systems, consistent with the goals and intent of existing law governing the implementation of statewide standards to achieve timely and cost-effective installation of solar energy systems; and

2. Each City, County or City and County, in developing an expedited permitting process, shall adopt a checklist of all requirements with which small rooftop solar energy systems shall comply to be eligible for expedited review.

A copy of the summary of AB 2188 has been attached for your information.

Due to the large volume of residential solar energy permits that are being requested, the City has already developed and implemented guidelines and standards to expedite these types of permits since October 2014. Current City guidelines and standards are consistent with AB 2188. Additionally, the City has been issuing small solar energy rooftop permits over the counter and has expedited the plan review, permitting and inspection process.

The adoption of this new ordinance will meet the State requirements and allow the City to continue issuing and inspecting small residential rooftop solar energy systems in a timely manner.
Attachments: Ordinance, AB 2188 Summary.

Public Hearing: September 8, 2015
ORDINANCE NO. _____


WHEREAS, the City Council of the City of Perris seeks to implement AB 2188 (Chapter 521, Statutes 2014) through the creation of an expedited, streamlined permitting process for small residential rooftop solar energy systems; and

WHEREAS, the City Council wishes to advance the use of solar energy by all of its citizens, businesses and industries; and

WHEREAS, the City Council seeks to meet the climate action goals set by the City and the State; and

WHEREAS, solar energy creates local jobs and economic opportunity; and

WHEREAS, the City Council recognizes that rooftop solar energy provides reliable energy and pricing for its residents and businesses; and

WHEREAS, it is in the interest of the health, welfare and safety of the people of the City of Perris to provide an expedited permitting process to assure the effective deployment of solar technology.

THE CITY COUNCIL OF THE CITY OF PERRIS HEREBY ORDAINS AS FOLLOWS:

Section 1. Recitals Incorporated. The following Recitals are incorporated herein by reference as if set forth in full.

Section 2. Amendment to the Perris Municipal Code is hereby amended to read in its entirety as follows:

1. DEFINITIONS
   a. A “Solar Energy System” means either of the following:
      i. Any solar collector or other solar energy device whose primary purpose is to provide for the collection, storage, and distribution of solar energy for space heating, space cooling, electric generation, or water heating.
      ii. Any structural design feature of a building, whose primary purpose is to provide for the collection, storage, and distribution of solar energy for electricity generation, space heating or cooling, or for water heating.
   b. A “small residential rooftop solar energy system” means all of the following:
i. A solar energy system that is no larger than 10 kilowatts alternating current nameplate rating or 30 kilowatts thermal.

ii. A solar energy system that conforms to all applicable state fire, structural, electrical, and other building codes as adopted or amended by the City and County and all state and City and County health and safety standards.

iii. A solar energy system that is installed on a single or duplex family dwelling.

iv. A solar panel or module array that does not exceed the maximum legal building height as defined by the City and County.

c. “Electronic submittal” means the utilization of one or more of the following:

i. Email;

ii. The Internet;

iii. Facsimile.

d. An “association” means a nonprofit corporation or unincorporated association created for the purpose of managing a common interest development.

e. A “common interest development” means any of the following:

i. A community apartment project.

ii. A condominium project.

iii. A planned development.

iv. A stock cooperative.

f. “Specific, adverse impact” means a significant, quantifiable, direct, and unavoidable impact, based on objective, identified, and written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete.

g. “Reasonable restrictions” on a solar energy system are those restrictions that do not significantly increase the cost of the system or significantly decrease its efficiency or specified performance, or that allow for an alternative system of comparable cost, efficiency, and energy conservation benefits.

h. “Restrictions that do not significantly increase the cost of the system or decrease its efficiency or specified performance” means:

i. For Water Heater Systems or Solar Swimming Pool Heating Systems: an amount exceeding 10 percent of the cost of the system, but in no case more than one thousand dollars ($1,000), or decreasing the efficiency of the solar energy system by an amount exceeding 10 percent, as originally specified and proposed.

ii. For Photovoltaic Systems: an amount not to exceed one thousand dollars ($1,000) over the system cost as originally specified and proposed, or a decrease in system efficiency of an amount exceeding 10 percent as originally specified and proposed.

2. PURPOSE

The purpose of the Ordinance is to adopt an expedited, streamlined solar permitting process that complies with the Solar Rights Act and AB 2188 (Chapter 521, Statutes 2014) to achieve timely and cost-effective installations of small residential rooftop solar energy systems. The Ordinance encourages the use of solar systems by removing unreasonable barriers, minimizing costs to property owners and
the City and County, and expanding the ability of property owners to install solar energy systems. The Ordinance allows the City to achieve these goals while protecting the public health and safety.

3. APPLICABILITY
   a. This Ordinance applies to the permitting of all small residential rooftop solar energy systems in the City.
   b. Small residential rooftop solar energy systems legally established or permitted prior to the effective date of this Ordinance are not subject to the requirements of this Ordinance unless physical modifications or alterations are undertaken that materially change the size, type, or components of a small rooftop energy system in such a way as to require new permitting. Routine operation and maintenance or like-kind replacements shall not require a permit.

4. SOLAR ENERGY SYSTEM REQUIREMENTS
   a. All solar energy systems shall meet applicable health and safety standards and requirements imposed by the state and the City local fire department or district [and utility director, if applicable].
   b. Solar energy systems for heating water in single-family residences and for heating water in commercial or swimming pool applications shall be certified by an accredited listing agency as defined by the California Plumbing and Mechanical Code.
   c. Solar energy systems for producing electricity shall meet all applicable safety and performance standards established by the California Electrical Code, the Institute of Electrical and Electronics Engineers, and accredited testing laboratories such as Underwriters Laboratories and, where applicable, rules of the Public Utilities Commission regarding safety and reliability.

5. DUTIES OF BUILDING DIVISION AND BUILDING OFFICIAL
   a. All documents required for the submission of an expedited solar energy system application shall be made available on the publicly accessible City Website.
   b. Electronic submittal of the required permit application and documents by [email, the Internet, or facsimile] shall be made available to all small residential rooftop solar energy system permit applicants.
   c. An applicant’s electronic signature shall be accepted on all forms, applications, and other documents in lieu of a wet signature.
   d. The City’s Building Division shall adopt a standard plan and checklist of all requirements with which small residential rooftop solar energy systems shall comply to be eligible for expedited review.
   e. The small residential rooftop solar system permit process, standard plan(s), and checklist(s) shall substantially conform to recommendations for expedited permitting, including the checklist and standard plans contained in the most current version of the California Solar Permitting Guidebook adopted by the Governor’s Office of Planning and Research.

6. PERMIT REVIEW AND INSPECTION REQUIREMENTS
   a. The City, Building Division shall adopt an administrative, nondiscretionary review process to expedite approval of small residential rooftop solar energy systems within [30 days] of the adoption on this Ordinance. The Building Division shall issue a building permit or other nondiscretionary permit the same day for over-the-counter applications or within 1-3 business days for electronic applications of receipt of a complete application and meets the requirements of the approved checklist and standard plan. A building official may require an applicant to apply for a use permit if the official finds, based on substantial evidence, that the solar energy
system could have a specific, adverse impact upon the public health and safety. Such decisions may be appealed to the City Council.

b. Review of the application shall be limited to the building official’s, or his or her appointee, review of whether the application meets local, state, and federal health and safety requirements.

c. If a use permit is required, a building official may deny an application for the use permit if the official makes written findings based upon substantive evidence in the record that the proposed installation would have a specific, adverse impact upon public health or safety and there is no feasible method to satisfactorily mitigate or avoid, as defined, the adverse impact. Such findings shall include the basis for the rejection of the potential feasible alternative for preventing the adverse impact. Such decisions may be appealed to the City, Planning Commission.

d. Any condition imposed on an application shall be designed to mitigate the specific, adverse impact upon health and safety at the lowest possible cost.

e. “A feasible method to satisfactorily mitigate or avoid the specific, adverse impact” includes, but is not limited to, any cost-effective method, condition, or mitigation imposed by the City on another similarly situated application in a prior successful application for a permit. The City shall use its best efforts to ensure that the selected method, condition, or mitigation meets the conditions of subparagraphs (A) and (B) of paragraph (1) of subdivision (d) of Section 714 of the Civil Code defining restrictions that do not significantly increase the cost of the system or decrease its efficiency or specified performance.

f. A City shall not condition approval of an application on the approval of an association, as defined in Section 4080 of the Civil Code.

g. If an application is deemed incomplete, a written correction notice detailing all deficiencies in the application and any additional information or documentation required to be eligible for expedited permit issuance shall be sent to the applicant for resubmission.

h. Only one inspection shall be required and performed by the Building Division for small residential rooftop solar energy systems eligible for expedited review. A separate fire inspection may be performed if an agreement with the local fire authority does not exist to perform safety inspections on behalf of the fire authority.

i. The inspection shall be done in a timely manner and should include consolidated inspections. An inspection will be scheduled within two [2] business days of a request and provide a four-[4-] hour inspection window.

j. If a small residential rooftop solar energy system fails inspection, a subsequent inspection is authorized but need not conform to the requirements of this Ordinance.
Date of Hearing: April 30, 2014

ASSEMBLY COMMITTEE ON LOCAL GOVERNMENT
K.H. "Katcho" Achadjian, Chair
AB 2188 (Muratsuchi) — As Amended: April 21, 2014

SUBJECT: Solar energy: permits.

SUMMARY: Requires every city and county to create an expedited permitting and inspection process for small, residential solar energy systems, alters the definition of what is a reasonable restriction on a solar energy system, and makes additional changes to the Solar Rights Act. Specifically, this bill:

1) Requires, on or before September 30, 2015, every city, county, or city and county to adopt an ordinance that creates an expedited, streamlined permitting process for small residential rooftop solar energy systems, consistent with the goals and intent of existing law governing the implementation of statewide standards to achieve timely and cost-effective installation of solar energy systems (commonly referred to as the Solar Rights Act).

2) Requires each city, county, or city and county, in developing an expedited permitting process, to adopt a checklist of all requirements with which small rooftop solar energy systems shall comply to be eligible for expedited review.

3) Requires an application that meets the requirements in the checklist specified in 2), above, to be reviewed within 24 business hours if submitted during business hours. If submitted after business hours, such an application must be reviewed within 24 business hours of the beginning of the next business day after submittal of the application.

4) Requires the checklist specified in 2), above, and required permitting documentation to be published on a publically accessible Internet Web site.

5) Requires a city, county, or city and county to allow for electronic submittal of a permit application and associated documentation, and to authorize the electronic signature on all forms, applications, and other documentation in lieu of a wet signature by an applicant.

6) Requires a city, county, or city and county, in developing the ordinance specified in 1), above, to strive to conform with standardized checklists based on existing statewide solar permitting guidelines or best practices, including those developed through the United States Department of Energy’s SunShot Initiative.

7) Requires, for a small residential rooftop solar energy system eligible for expedited review, only one inspection and requires that one inspection to be scheduled within two business days of a request, if the request is received during business hours. If the request is received after business hours, the inspection must be scheduled within two business days of the beginning of the next business day after receipt of the request. If a city, county, or city and county is unable to provide inspection within two business days of a request, the city, county, or city and county may authorize a third-party inspection, using a qualified or certified
inspector. If the small residential rooftop solar energy system fails inspection, a subsequent inspection shall also conform to the requirements of this provision.

8) Prohibits a city, county, or city and county from conditioning approval for any solar energy system permit on the approval of a solar energy system by a nonprofit corporation or unincorporated association created for the purpose of managing a common interest development (CID).

9) Specifies that the Solar Rights Act shall apply to every city in this state, including charter cities.

10) Requires a finding based on substantial evidence, before a city or county may require application for a use permit for a solar energy system, rather than the existing law requirement of a good faith belief.

11) Provides that existing law requiring a solar energy system to meet applicable health and safety standards and requirements imposed by state and local permitting authorities shall be consistent with the Solar Rights Act.

12) Requires every solar energy system for heating water to be certified by an accredited listing agency as defined by this bill, rather than the Solar Rating Certification Corporation (SRCC) or other rationally recognized certification agencies, and deletes language requiring the certification to be for the entire solar energy system and installation.

13) Provides, for the purposes of reasonable restrictions on solar energy systems in covenants, conditions or restrictions (CC&Rs) contained in specified instruments affecting the sale or transfer of real property, that for solar domestic water heating systems or solar swimming pool heating systems that comply with state and federal law, "significantly" means an amount exceeding 10% of the cost of the system, but in no case more than $1,000, or decreasing the efficiency of the solar energy system by an amount exceeding 10%, as originally specified and proposed.

14) Provides, for the purposes of reasonable restrictions on solar energy systems in CC&Rs contained in specified instruments affecting the sale or transfer of real property, that for photovoltaic systems that comply with state and federal law, "significantly" means an amount not to exceed $1,000 over the system cost as originally specified and proposed, or a decrease in system efficiency of an amount exceeding 10% as originally specified and proposed.

15) Reduces, from 60 days to 30 days, the period during which an application required by CC&Rs for the installation or use of a solar energy system shall be deemed approved, unless that delay is the result of a reasonable request for additional information.

16) Defines "Accredited listing agency" to mean a standards or testing organization that evaluates solar energy systems according to specified, independent criteria and allows its mark to be used on qualifying systems as a stamp of approval, such as the American National Standards Institute or the American Association for Laboratory Accreditation.

17) Defines "Electronic submittal" to mean the utilization of Email, the Internet, or facsimile.
18)Defines “Small residential solar energy system” to mean all of the following:

   a) A solar energy system that is no larger than 10 kilowatts alternating current nameplate rating or 30 kilowatts thermal;

   b) A solar energy system that conforms to all applicable state fire, structural, electrical, and other building codes as adopted or amended by the city, county, or city and county and specified provisions of existing law, as specified.

   c) A solar energy system that is installed on a single or duplex family dwelling; and,

   d) A solar panel or module array that does not exceed the maximum legal building height.

19)Provides that, if a conflict arises between law governing the implementation of statewide standards to achieve timely and cost-effective installation of solar energy systems, including the requirements of this bill, and any requirements in state fire, electrical, structural, or building codes, the requirements of this bill and existing law shall apply.

20)Makes updating and conforming changes.

21)Finds and declares that:

   a) In recent years, the state has both encouraged the development of innovative distributed generation technology and prioritized the widespread adoption of solar power as a renewable energy resource through programs such as the California Solar Initiative;

   b) Rooftop solar energy is a leading renewable energy technology that will help this state reach its energy and environmental goals;

   c) To reach the state’s Million Solar Roofs goal, hundreds of thousands of additional rooftop solar energy systems will need to be deployed in the coming years;

   d) Various studies, including one by the Lawrence Berkeley National Laboratory, show that, despite the 1978 California Solar Rights Act, declaring that the “implementation of consistent statewide standards to achieve the timely and cost-effective installation of solar energy systems is not a municipal affair ... but is instead a matter of statewide concern,” the permitting process governing the installation of rooftop solar energy systems varies widely across jurisdictions and, contrary to the intent of the law, is both an “obstacle” to the state’s clean energy and greenhouse reduction goals and a “burdensome cost” to homeowners, businesses, schools, and public agencies;

   e) The United States Department of Energy, through its SunShot Initiative, has distributed millions of dollars in grants to local and state governments, including California jurisdictions, and nonprofit organizations to reduce the costs of distributed solar through streamlined and standardized permitting; and,
f) A modernized and standardized permitting process for installations of small-scale solar distributed generation technology on residential rooftops will increase the deployment of solar distributed generation, help to expand access to lower-income households, provide solar customers greater installation ease, improve the state's ability to reach its clean energy goals, and generate much needed jobs in the state, all while maintaining safety standards.

EXISTING LAW:

1) Provides that the implementation of consistent statewide standards to achieve the timely and cost-effective installation of solar energy systems is not a municipal affair, as that term is used in the California Constitution, but is instead a matter of statewide concern.

2) Provides that it is the intent of the Legislature that local agencies not adopt ordinances that create unreasonable barriers to the installation of solar energy systems, including, but not limited to, design review for aesthetic purposes, and not unreasonably restrict the ability of homeowners and agricultural and business concerns to install solar energy systems.

3) Provides that it is the policy of the state to promote and encourage the use of solar energy systems and to limit obstacles to their use, and that it is the intent of the Legislature that local agencies comply not only with specified provisions of law, but also the legislative intent to encourage the installation of solar energy systems by removing obstacles to, and minimizing costs of, permitting for such systems.

4) Requires a city or county to administratively approve applications to install solar energy systems through the issuance of a building permit or similar nondiscretionary permit.

5) Requires review of an application to install a solar energy system to be limited to the building official's review of whether it meets all health and safety requirements of local, state, and federal law.

6) Requires the requirements of local law to be limited to those standards and regulations necessary to ensure that the solar energy system will not have a specific, adverse impact upon the public health or safety.

7) Allows a city or county to require an applicant for the installation of a solar energy system to apply for a use permit if the building official of the city or county has a good faith belief that the solar energy system could have a specific, adverse impact upon the public health and safety.

8) Prohibits a city or county from denying an application for a use permit to install a solar energy system unless it makes written findings based upon substantial evidence in the record that the proposed installation would have a specific, adverse impact upon the public health or safety, and there is no feasible method to satisfactorily mitigate or avoid the specific, adverse impact. The findings must include the basis for the rejection of potential feasible alternatives of preventing the adverse impact.

9) Allows the decision of the building official regarding building or use permits for solar energy systems to be appealed to the planning commission of the city or county.
10) Requires any conditions imposed on an application to install a solar energy system to be
designed to mitigate the specific, adverse impact upon the public health and safety at the
lowest cost possible.

11) Requires a solar energy system to meet applicable health and safety standards and
requirements imposed by state and local permitting authorities.

12) Requires a solar energy system for heating water to be certified by the SRCC or other
nationally recognized certification agency, as specified, and requires the certification to be
for the entire solar energy system and installation.

13) Declares that any covenant, restriction, or condition contained in any deed, contract, security
instrument, or other instrument affecting the transfer or sale of, or any interest in, real
property, and any provision of a governing document, as specified, that effectively prohibits
or restricts the installation or use of a solar energy system is void and unenforceable.

14) Provides that the provisions of 13), above, do not apply to provisions that impose reasonable
restrictions on solar energy systems. However, it is the policy of the state to promote and
encourage the use of solar energy systems and to remove obstacles thereto. Accordingly,
reasonable restrictions on a solar energy system are those restrictions that do not significantly
increase the cost of the system or significantly decrease its efficiency or specified
performance, or that allow for an alternative system of comparable cost, efficiency, and
energy conservation benefits.

15) Provides that, for solar domestic water heating systems or solar swimming pool heating
systems that comply with state and federal law, “significantly” means an amount exceeding
20% of the cost of the system or decreasing the efficiency of the solar energy system by an
amount exceeding 20%, as originally specified and proposed.

16) Provides that, for photovoltaic systems that comply with state and federal law, “significantly”
means an amount not to exceed $2,000 over the system cost as originally specified and
proposed, or a decrease in system efficiency of an amount exceeding 20%, as originally
specified and proposed.

17) Requires, whenever approval is required by CC&Rs for the installation or use of a solar
energy system, the application for approval shall be processed and approved by the
appropriate approving entity in the same manner as an application for approval of an
architectural modification to the property, and shall not be willfully avoided or delayed. If an
application is not denied in writing within 60 days from the date of receipt of the application,
the application shall be deemed approved, unless that delay is the result of a reasonable
request for additional information.

FISCAL EFFECT: This bill is keyed fiscal.

COMMENTS:

1) Purpose of this bill: This bill requires every city and county to create an expedited permitting
and inspection process for small, residential solar energy systems, alters the definition of
what is a reasonable restriction on a solar energy system, and makes additional changes to the Solar Rights Act. The major provisions of this bill include:

a) A 24-hour turnaround on permit applications for small, residential rooftop solar energy systems;

b) A two-day turnaround on inspections for these systems, with a limit of only one inspection;

c) Requiring a finding, based on substantial evidence, before a city or county may require a use permit for a solar energy system, rather than the existing law requirement of a good faith belief, and,

d) Reducing the threshold under which restrictions on solar energy systems are considered reasonable under CC&Rs, and reducing, from 60 days to 30 days, the period during which an application required by CC&Rs for the installation or use of a solar energy system shall be deemed approved, unless that delay is the result of a reasonable request for additional information.

This bill also contains a number of conforming and updating changes. The provisions of this bill would apply to all cities and counties in California, including charter cities. This bill is author-sponsored.

2) Author's statement. According to the author, "Currently, California’s solar permitting structure is a patchwork of various regulations and requirements that vary from city to city and county to county. This results in a lack of certainty and hinders the ability of companies to scale and reduce costs. Requirements in one city can differ drastically from a neighboring city even though the same solar system is being installed on a similar home.

"Several jurisdictions, such as the City of Los Angeles, San Jose, Richmond, Oakland, and San Diego County have already developed streamlined permitting requirements for small residential projects that meet certain criteria. These local governments have demonstrated that we can reduce permitting timeframes while maintaining important safety protections.

"By improving the efficiency of solar permitting statewide, AB 2188 will help lower the cost of solar installations and further expand the accessibility of solar to more California homeowners who want to control their electricity bills and generate their own clean energy. In addition, making solar more affordable will help the state reach its renewable energy and greenhouse gas reduction goals, and create more jobs while maintaining the safety of solar systems."

3) Background. The California Legislature enacted the Solar Rights Act in 1978 to protect a homeowner's right to install a solar energy system by limiting a homeowner association's (HOA) ability to object to such installations through its CC&Rs. The Solar Rights Act allows CC&Rs to include provisions that impose reasonable restrictions on solar energy systems. Reasonable restrictions include those that do not significantly increase the cost of the solar system, do not significantly decrease the system's efficiency or specified performance; and, allow for an alternative system of comparable cost, efficiency and benefits. "Significant" is further defined as those restrictions that increase the system's cost by more than 20% or decrease the system's efficiency by more than 20%."
AB 2473 (Wolk), Chapter 789, Statutes of 2004, updated the Solar Rights Act by specifying standards for what constitutes "significant" increases in solar energy system costs or decreases in those systems' efficiency. The bill also declared that solar energy system installation is a matter of statewide concern, and made a local government's grant of permission to install a solar energy system ministerial rather than discretionary unless the permitting agency has good cause to believe doing so would create an adverse impact on public health or safety, in which case an application for a discretionary permit may be required. The local government cannot refuse to approve that application unless it makes detailed written findings based on substantial evidence that granting the permit will create specific adverse impacts on public health or safety. If conditions are placed on an approval to mitigate public health or safety impacts, the required mitigation must be designed to accomplish its goal at the lowest possible cost.

4) Solar Energy Initiative: In 2005, the California Public Utilities Commission through regulations established subsidy programs for the installation of solar photovoltaic systems (PV) administered by the California Energy Commission. These programs, known collectively as the California Solar Initiative (CSI), provide $3.2 billion in subsidies through rebates for the installation of photovoltaic projects. In 2006, the Legislature passed SB 1 (Murray), Chapter 132, Statutes of 2006, the Governor's Million Solar Homes Program, which established the goal of installing 3,000 megawatts of solar generation capacity, establishing a self-sufficient solar industry, and placing PV systems on 50% of new homes in 13 years.

5) Previous legislation. AB 1801 (Campos), Chapter 538, Statutes of 2012, prohibited a city or county from basing the calculation of a permit fee for the installation of a solar energy system on the valuation of the system, or any other factor not directly associated with the cost to issue the permit, and required the city or county to separately identify each fee assessed on the applicant for the installation of the system on the invoice provided to the applicant.

SB 1222 (Leno), Chapter 614, Statutes of 2012, placed a cap on the amount of permit fees charged by a city or county for both residential and commercial rooftop solar energy systems, unless a city or county makes written findings and adopts a resolution or ordinance providing substantial evidence of the reasonable cost to issue the permit and why the cost exceeds the specified caps.

AB 1892 (Smyth), Chapter 40, Statutes of 2008, provided that a prohibition or restriction on the installation or use of a solar energy system in any of the governing documents of a CID is void and unenforceable.

AB 2180 (Lieu), Chapter 539, Statutes of 2008, required an HOA in a CID to respond to a request from a member to install a solar energy system in his/her separate interest within 60 days.

AB 2473 (Wolk), Chapter 798, Statutes of 2004, required cities and counties to permit the installation of solar energy systems if the system meets specified requirements, and redefined the term "significantly" in regard to restrictions on solar systems that raise costs or decrease efficiency.
6) Arguments in support. The California Solar Energy Industries Association, in support, states, "Permitting at the local level in California is a patchwork quilt of rules, requirements and timelines that differ within as well as between, the hundreds of jurisdictions in the state. Although the solar industry has greatly standardized the equipment of rooftop solar systems – meaning a residential system installed in Sacramento is basically identical to the system installed in Palm Springs – the rules and procedures can vary wildly from one city to another. As a result, solar companies have to employ cadres of staff whose job is solely to keep up with the various rules and regulations needed to essentially permit the same solar system. "According to a recent Lawrence Berkeley Labs (LBL) study, the time delays and procedural variations associated with the issuance of building permits keeps the installed price of solar power higher than it should be. These higher prices frustrate the ability of installers to achieve economies of scale and prevents solar from becoming more affordable. Specifically, LBL reports that streamlined permitting practices at the city level can reduce the cost of residential solar systems by $1,350-$3,850 for the average 5 kW system.

"Further adding to the cost of solar power, permitting and inspection timelines can be long. While it can take just one day to install a small residential solar system, it can take up to two months in some situations to just get through the initial permitting process, not to mention to get inspected. Again, LBL's research suggests that the best permitting practices can shorten development times by 24 days.

"The time delays associated with permitting create a unique cost burden on the industry. This is because unlike many other permitted projects (HVAC, new roof, etc.), solar systems cannot be interconnected to the grid until a permit is issued by the local jurisdiction. The solar installer won't even contact the local utility company until the permit has been issued. Unlike a new roof or an HVAC system that can be used and useful while waiting for a permit, the solar system just sits there on the customer's roof, unable to generate a single electron.

"Last but not least, the barriers in some local jurisdictions can also create a market barrier for consumers interested in going solar. There are some jurisdictions that make it so difficult to get a permit that solar contractors simply refuse to do business there."

7) Arguments in opposition. The League of California Cities, in opposition, writes, "While we remain supportive of expanding access to renewable energy resources, including residential solar, we do not believe that the rigid solar permit and inspection process as mandated in AB 2188 is the right approach. Requiring local jurisdictions to uniformly issue solar permits in an "over the counter" fashion within 24 hours and inspect solar installations within two days of the request would be very problematic for many local governments still recovering from the historic economic downturn. A local jurisdiction's ability to process a permit application and complete an inspection in an expedient manner is largely driven by available funding and trained staff. Furthermore, many municipalities still impose mandatory furloughs on Fridays, which limit their ability to provide services under a specified timeline.

"It should also be noted that AB 2188 could pose a threat to public safety. During the permit review process, many cities perform an onsite inspection, prior to issuing the permit, to ensure structural soundness. This most often occurs when a city lacks adequate building records of the dwelling. AB 2188, as amended April 21, 2014, would limit a city to one inspection, thus essentially prohibiting a city from visually inspecting a dwelling prior to
installation. Additionally, due to this measure's 24 hour permit approval mandate, local fire
departments may no longer have the ability to participate in the “plan check” phase of the
permit approval process to verify that no fire hazards are present and the installation
complies with all applicable fire codes.

"Building permits and inspections are required by state law, regulations, and local ordinances
to help ensure public safety. By enforcing these laws, local governments essentially act as a
consumer protection agency. AB 2188 could jeopardize this proven process by forcing cities
and counties to potentially overlook shortcomings in solar permit applications or installa-
tions in order to comply with the bill’s highly restrictive approval timeline."

8) Committee amendment. In order to maintain consistency with identical provisions in the
Health and Safety Code, remove redundancies, and correct drafting errors, the Committee
may wish to adopt the following amendments:

a) Amend Health and Safety Code section 17959.1 to conform to the provisions of this bill.

b) On page 6, in lines 35 and 36, delete "therefore, this section shall apply to every city in
   this state, including charter cities"

c) On page 10, in lines 2-5, delete "If a conflict arises between the requirements in this
   section and any requirements in state fire, electrical, structural, or building codes, the
   requirements in this section shall apply."

REGISTERED SUPPORT / OPPOSITION:

Support

1st Light Energy
Arise Solar
ASI Hastings, Inc.
Aztec Solar, Inc.
BMC Solar
Booth Construction
Brightline Defense Project
California League of Conservation Voters
California Solar Energy Industries Association
Chico Electric
City of Oakland
Clean Power Finance
Clean Solar
Cobalt Power Systems
Commission on the Environment of the City and County of San Francisco
Cosmic Solar, Inc.
Delta Solar Electric, Inc.
Enphase Energy
Environment California
Support (continued)

Environmental Defense Fund
FAFCO, Inc.
Freedom Solar
HelioPower
Home Energy Systems, Inc.
Horizon Solar Power
Hot Purple Energy
Insoltech Solar
Luminalt
Marin Clean Energy
Mayor Gayle McLaughlin, City of Richmond
Mayor Tom Bates, City of Berkeley
Oakland Metropolitan Chamber of Commerce
One Block Off the Grid
Presente.org
Real Goods Solar
Renova Energy Corp.
Rising Sun Energy Center
Sierra Club California
Sierra Pacific Home & Comfort, Inc.
Skyline Innovations
Solar Census
Solar Energy Industries Association
Solar Roof Dynamics
Solar Universe, Inc.
SolarCity
SolarCraft
Solartronics
Sonoma Clean Power
Spectrum Energy Development, Inc.
Stellar Solar
Sullivan Solar Power
Sun Light & Power
Sun Pacific Solar Electric, Inc.
Suncrest Solar
Surgevity
Sunrun
TerraVerde Renewable Partners
Unique Solar
Vote Solar
Westcoast Solar Energy
Zep Solar
Individual letters (8)
Opposition

American Planning Association, California Chapter
California Association of Electrical Workers
California Building Officials
California Coalition of Utility Employees
California Fire Chiefs Association
California Municipal Utilities Association
California State Association of Counties
California State Pipe Trades Council
Cities of Beaumont, Lompoc and Thousand Oaks
County of Orange
Elevator Constructors Union
Fire Chiefs Association of Santa Barbara County
League of California Cities
Northern California Power Agency
Rural County Representatives of California
Urban Counties Caucus
Western States Council of Sheet Metal Workers

Analysis Prepared by: Angela Mapp / L. GOV. / (916) 319-3958
AB-2188 Solar energy: permits. (2013-2014)

Assembly Bill No. 2188

CHAPTER 521

An act to amend Section 714 of the Civil Code, and to amend Section 65850.5 of the Government Code, relating to solar energy.

[ Approved by Governor September 21, 2014. Filed with Secretary of State September 21, 2014. ]

LEGISLATIVE COUNSEL’S DIGEST

AB 2188, Muratsuchi. Solar energy: permits.

(1) Existing law provides that it is the policy of the state to promote and encourage the use of solar energy systems, as defined, and to limit obstacles to their use. Existing law states that the implementation of consistent statewide standards to achieve timely and cost-effective installation of solar energy systems is not a municipal affair, but is instead a matter of statewide concern. Existing law requires a city or county to administratively approve applications to install solar energy systems through the issuance of a building permit or similar nondiscretionary permit. Existing law requires a solar energy system for heating water to be certified by the Solar Rating Certification Corporation or another nationally recognized certification agency.

This bill would specify that these provisions address a statewide concern. The bill would additionally require a city, county, or city and county to adopt, on or before September 30, 2015, in consultation with specified public entities an ordinance that creates an expedited, streamlined permitting process for small residential rooftop solar energy systems, as specified. The bill would additionally require a city, county, or city and county to inspect a small residential rooftop solar energy system eligible for expedited review in a timely manner, as specified. The bill would prohibit a city, county, or city and county from conditioning the approval of any solar energy system permit on approval of that system by an association that manages a common interest development. The bill would require a solar energy system for heating water in single family residences and solar collectors for heating water in commercial or swimming pool applications to be certified by an accredited listing agency, as defined.

Because the bill would impose new duties upon local governments and local agencies, it would impose a state-mandated local program.

(2) Existing law prohibits any covenant, restriction, or condition contained in any deed, contract, security instrument, or other instrument affecting the transfer or sale of, or any interest in, real property, and any provision of a governing document from effectively prohibiting or restricting the installation or use of a solar energy system. Existing law exempts from that prohibition provisions that impose reasonable restrictions on a solar energy system that do not significantly increase the cost of the system or significantly decrease its efficiency or specified performance. Existing law defines the term “significantly,” for these purposes, with regard to solar domestic water heating systems or solar swimming pool heating systems that comply with state and federal law, to mean an amount exceeding 20% of the cost of the system or decreasing the efficiency of the solar energy system by an amount exceeding 20%, and with regard to photovoltaic systems that comply with state and federal law, an amount not to exceed $2,000 over the system cost or a decrease in
system efficiency of an amount exceeding 20%, as specified. Existing law requires a solar energy system for heating water subject to the provisions described above to be certified by the Solar Rating Certification Corporation or another nationally recognized certification agency.

This bill would instead define the term “significantly,” for these purposes, with regard to solar domestic water heating systems or solar swimming pool heating systems that comply with state and federal law, to mean an amount exceeding 10% of the cost of the system, not to exceed $1,000, or decreasing the efficiency of the solar energy system by an amount exceeding 10%, and with regard to photovoltaic systems that comply with state and federal law, an amount not to exceed $1,000 over the system cost or a decrease in system efficiency of an amount exceeding 10%, as specified. The bill would require a solar energy system for heating water in single family residences and solar collectors for heating water in commercial or swimming pool applications subject to the provisions described above to be certified by an accredited listing agency, as defined.

(3) Existing law requires an application for approval for the installation or use of a solar energy system to be processed and approved by the appropriate approving entity in the same manner as an application for approval of an architectural modification to the property and prohibits the approver from willfully avoiding or delaying approval. Existing law requires the approving entity to notify the applicant in writing within 60 days of receipt of the application if the application is denied, as specified.

The bill would instead require the approving entity to notify the applicant in writing within 45 days of receipt of the application if the application is denied, as specified.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for a specified reason.

Vote: majority Appropriation: no Fiscal Committee: yes Local Program: yes

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1. The Legislature finds and declares all of the following:

(a) In recent years, the state has both encouraged the development of innovative distributed generation technology and prioritized the widespread adoption of solar power as a renewable energy resource through programs such as the California Solar Initiative.

(b) Rooftop solar energy is a leading renewable energy technology that will help this state reach its energy and environmental goals.

(c) To reach the state’s Million Solar Roofs goal, hundreds of thousands of additional rooftop solar energy systems will need to be deployed in the coming years.

(d) Various studies, including one by the Lawrence Berkeley National Laboratory, show that, despite the 1978 California Solar Rights Act, declaring that the “implementation of consistent statewide standards to achieve the timely and cost-effective installation of solar energy systems is not a municipal affair ... but is instead a matter of statewide concern,” the permitting process governing the installation of rooftop solar energy systems varies widely across jurisdictions and, contrary to the intent of the law, is both an “obstacle” to the state’s clean energy and greenhouse reduction goals and a “burdensome cost” to homeowners, businesses, schools, and public agencies.

(e) The United States Department of Energy, through its SunShot Initiative, has distributed millions of dollars in grants to local and state governments, including California jurisdictions, and nonprofit organizations to reduce the costs of distributed solar through streamlined and standardized permitting.

(f) A modernized and standardized permitting process for installations of small-scale solar distributed generation technology on residential rooftops will increase the deployment of solar distributed generation, help to expand access to lower income households, provide solar customers greater installation ease, improve the state’s ability to reach its clean energy goals, and generate much needed jobs in the state, all while maintaining safety standards.

SEC. 2. Section 714 of the Civil Code is amended to read:

http://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201320140AB2188
(a) Any covenant, restriction, or condition contained in any deed, contract, security instrument, or other instrument affecting the transfer or sale of, or any interest in, real property, and any provision of a governing document, as defined in Section 4150 or 6552, that effectively prohibits or restricts the installation or use of a solar energy system is void and unenforceable.

(b) This section does not apply to provisions that impose reasonable restrictions on solar energy systems. However, it is the policy of the state to promote and encourage the use of solar energy systems and to remove obstacles thereto. Accordingly, reasonable restrictions on a solar energy system are those restrictions that do not significantly increase the cost of the system or significantly decrease its efficiency or specified performance, or that allow for an alternative system of comparable cost, efficiency, and energy conservation benefits.

(c) (1) A solar energy system shall meet applicable health and safety standards and requirements imposed by state and local permitting authorities, consistent with Section 65850.5 of the Government Code.

(2) Solar energy systems used for heating water in single family residences and solar collectors used for heating water in commercial or swimming pool applications shall be certified by an accredited listing agency as defined in the Plumbing and Mechanical Codes.

(3) A solar energy system for producing electricity shall also meet all applicable safety and performance standards established by the California Electrical Code, the Institute of Electrical and Electronics Engineers, and accredited testing laboratories such as Underwriters Laboratories and, where applicable, rules of the Public Utilities Commission regarding safety and reliability.

(d) For the purposes of this section:

(1) (A) For solar domestic water heating systems or solar swimming pool heating systems that comply with state and federal law, “significantly” means an amount exceeding 10 percent of the cost of the system, but in no case more than one thousand dollars ($1,000), or decreasing the efficiency of the solar energy system by an amount exceeding 10 percent, as originally specified and proposed.

(B) For photovoltaic systems that comply with state and federal law, “significantly” means an amount not to exceed one thousand dollars ($1,000) over the system cost as originally specified and proposed, or a decrease in system efficiency of an amount exceeding 10 percent as originally specified and proposed.

(2) “Solar energy system” has the same meaning as defined in paragraphs (1) and (2) of subdivision (a) of Section 801.5.

(e) (1) Whenever approval is required for the installation or use of a solar energy system, the application for approval shall be processed and approved by the appropriate approving entity in the same manner as an application for approval of an architectural modification to the property, and shall not be willfully avoided or delayed.

(2) For an approving entity that is an association, as defined in Section 4080 or 6528, and that is not a public entity, both of the following shall apply:

(A) The approval or denial of an application shall be in writing.

(B) If an application is not denied in writing within 45 days from the date of receipt of the application, the application shall be deemed approved, unless that delay is the result of a reasonable request for additional information.

(f) Any entity, other than a public entity, that willfully violates this section shall be liable to the applicant or other party for actual damages occasioned thereby, and shall pay a civil penalty to the applicant or other party in an amount not to exceed one thousand dollars ($1,000).

(g) In any action to enforce compliance with this section, the prevailing party shall be awarded reasonable attorney's fees.

(h) (1) A public entity that fails to comply with this section may not receive funds from a state-sponsored grant or loan program for solar energy. A public entity shall certify its compliance with the requirements of this section when applying for funds from a state-sponsored grant or loan program.

(2) A local public entity may not exempt residents in its jurisdiction from the requirements of this section.
SEC. 3. Section 65850.5 of the Government Code is amended to read:

65850.5. (a) The implementation of consistent statewide standards to achieve the timely and cost-effective installation of solar energy systems is not a municipal affair, as that term is used in Section 5 of Article XI of the California Constitution, but is instead a matter of statewide concern. It is the intent of the Legislature that local agencies not adopt ordinances that create unreasonable barriers to the installation of solar energy systems, including, but not limited to, design review for aesthetic purposes, and not unreasonably restrict the ability of homeowners and agricultural and business concerns to install solar energy systems. It is the policy of the state to promote and encourage the use of solar energy systems and to limit obstacles to their use. It is the intent of the Legislature that local agencies comply not only with the language of this section, but also the legislative intent to encourage the installation of solar energy systems by removing obstacles to, and minimizing costs of, permitting for such systems.

(b) A city or county shall administratively approve applications to install solar energy systems through the issuance of a building permit or similar nondiscretionary permit. Review of the application to install a solar energy system shall be limited to the building official’s review of whether it meets all health and safety requirements of local, state, and federal law. The requirements of local law shall be limited to those standards and regulations necessary to ensure that the solar energy system will not have a specific, adverse impact upon the public health or safety. However, if the building official of the city or county makes a finding, based on substantial evidence, that the solar energy system could have a specific, adverse impact upon the public health and safety, the city or county may require the applicant to apply for a use permit.

(c) A city, county, or city and county may not deny an application for a use permit to install a solar energy system unless it makes written findings based upon substantial evidence in the record that the proposed installation would have a specific, adverse impact upon the public health or safety, and there is no feasible method to satisfactorily mitigate or avoid the specific, adverse impact. The findings shall include the basis for the rejection of potential feasible alternatives of preventing the adverse impact.

(d) The decision of the building official pursuant to subdivisions (b) and (c) may be appealed to the planning commission of the city, county, or city and county.

(e) Any conditions imposed on an application to install a solar energy system shall be designed to mitigate the specific, adverse impact upon the public health and safety at the lowest cost possible.

(f) (1) A solar energy system shall meet applicable health and safety standards and requirements imposed by state and local permitting authorities.

(2) Solar energy systems for heating water in single family residences and solar collectors used for heating water in commercial or swimming pool applications shall be certified by an accredited listing agency as defined in the California Plumbing and Mechanical Codes.

(3) A solar energy system for producing electricity shall meet all applicable safety and performance standards established by the California Electrical Code, the Institute of Electrical and Electronics Engineers, and accredited testing laboratories such as Underwriters Laboratories and, where applicable, rules of the Public Utilities Commission regarding safety and reliability.

(g) (1) On or before September 30, 2015, every city, county, or city and county, in consultation with the local fire department or district and the utility director, if the city, county, or city and county operates a utility, shall adopt an ordinance, consistent with the goals and intent of subdivision (a), that creates an expedited, streamlined permitting process for small residential rooftop solar energy systems. In developing an expedited permitting process, the city, county, or city and county shall adopt a checklist of all requirements with which small rooftop solar energy systems shall comply to be eligible for expedited review. An application that satisfies the information requirements in the checklist, as determined by the city, county, and city and county, shall be deemed complete. Upon confirmation by the city, county, or city and county of the application and supporting documents being complete and meeting the requirements of the checklist, and consistent with the ordinance, a city, county, or city and county shall, consistent with subdivision (b), approve the application and issue all required permits or authorizations. Upon receipt of an incomplete application, a city, county, or city and county shall issue a written correction notice detailing all deficiencies in the application and any additional information required to be eligible for expedited permit issuance.

(2) The checklist and required permitting documentation shall be published on a publically accessible Internet
Web site, if the city, county, or city and county has an Internet Web site, and the city, county, or city and county shall allow for electronic submittal of a permit application and associated documentation, and shall authorize the electronic signature on all forms, applications, and other documentation in lieu of a wet signature by an applicant. In developing the ordinance, the city, county, or city and county shall substantially conform its expedited, streamlined permitting process with the recommendations for expedited permitting, including the checklists and standard plans contained in the most current version of the California Solar Permitting Guidebook and adopted by the Governor's Office of Planning and Research. A city, county, or city and county may adopt an ordinance that modifies the checklists and standards found in the guidebook due to unique climatic, geological, seismological, or topographical conditions. If a city, county, or city and county determines that it is unable to authorize the acceptance of an electronic signature on all forms, applications, and other documents in lieu of a wet signature by an applicant, the city, county, or city and county shall state, in the ordinance required under this subdivision, the reasons for its inability to accept electronic signatures and acceptance of an electronic signature shall not be required.

(h) For a small residential rooftop solar energy system eligible for expedited review, only one inspection shall be required, which shall be done in a timely manner and may include a consolidated inspection, except that a separate fire safety inspection may be performed in a city, county, or city and county that does not have an agreement with a local fire authority to conduct a fire safety inspection on behalf of the fire authority. If a small residential rooftop solar energy system fails inspection, a subsequent inspection is authorized, however the subsequent inspection need not conform to the requirements of this subdivision.

(i) A city, county, or city and county shall not condition approval for any solar energy system permit on the approval of a solar energy system by an association, as that term is defined in Section 4080 of the Civil Code.

(j) The following definitions apply to this section:

(1) "A feasible method to satisfactorily mitigate or avoid the specific, adverse impact" includes, but is not limited to, any cost-effective method, condition, or mitigation imposed by a city, county, or city and county on another similarly situated application in a prior successful application for a permit. A city, county, or city and county shall use its best efforts to ensure that the selected method, condition, or mitigation meets the conditions of subparagraphs (A) and (B) of paragraph (1) of subdivision (d) of Section 714 of the Civil Code.

(2) "Electronic submittal" means the utilization of one or more of the following:

(A) Email.

(B) The Internet.

(C) Facsimile.

(3) "Small residential rooftop solar energy system" means all of the following:

(A) A solar energy system that is no larger than 10 kilowatts alternating current nameplate rating or 30 kilowatts thermal.

(B) A solar energy system that conforms to all applicable state fire, structural, electrical, and other building codes as adopted or amended by the city, county, or city and county and paragraph (3) of subdivision (c) of Section 714 of the Civil Code.

(C) A solar energy system that is installed on a single or duplex family dwelling.

(D) A solar panel or module array that does not exceed the maximum legal building height as defined by the authority having jurisdiction.

(4) "Solar energy system" has the same meaning set forth in paragraphs (1) and (2) of subdivision (e) of Section 801.5 of the Civil Code.

(5) "Specific, adverse impact" means a significant, quantifiable, direct, and unavoidable impact, based on objective, identified, and written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete.

SEC. 4. No reimbursement is required by this act pursuant to Section 6 of Article XIII B of the California Constitution because a local agency or school district has the authority to levy service charges, fees, or
assessments sufficient to pay for the program or level of service mandated by this act, within the meaning of Section 17556 of the Government Code.
SUBJECT: Ordinance Amending Regulations of the Distribution of Handbills

REQUESTED ACTION:

That the City Council consider introducing Ordinance No. ___ (next in order) entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, AMENDING MUNICIPAL CODE CHAPTER 5.24 REGARDING REGULATIONS OF THE DISTRIBUTION OF HANDBILLS

CONTACT: Eric Dunn, City Attorney

Background/Discussion:

At the Council meeting on August 11, 2015, Council member Rabb requested staff to review and amend the City’s current handbill ordinance in order to lessen time restrictions for the distribution of handbills past 5:00 p.m.

Currently, Chapter 5.24 of the Perris Municipal Code (PMC) prohibits distributing handbills on (1) public property, unless individuals are willing to accept such handbills; (2) placing handbills on vehicles, unless owners or occupants of such vehicles are willing to accept such handbills; and (3) private property, unless owners or occupants of such premises are willing to accept such handbills. The hours of handbill distribution are limited to 8:00 a.m. to 5:00 p.m. While reviewing the ordinance, the City Attorney’s office is recommending certain amendments to the City’s existing regulations in light of case law developments.

Legal Analysis:

Timing Restrictions: Although there was one early Third Circuit case that upheld a city’s prohibition on door-to-door solicitation after 6:00 p.m. (Pennsylvania Alliance for Jobs and Energy v. Borough of Munhall (Third Circuit 1984) 743 F.2d 182), subsequent decisions have consistently invalidated attempts to enforce ordinances that prohibit door-to-door solicitation before 9:00 p.m. (See Wisconsin Action Coalition v. City of Kenosha (Seventh Cir. 1985) 767 F.2d 1248; New Jersey Citizen Action v. Edison Township (Third Cir. 1986) 797 F.2d 1250. The new ordinance would clarify that it is legal to personally distribute handbills, whether for pure speech purposes or for profit, on private property between the hours of 8:00 a.m. to 9:00 p.m.

Posted Private Property: Cases reviewing restrictions on hours of solicitation consistently point to the remedy of prohibiting solicitation at properties that display “no soliciting” signs. Courts have considered this an acceptable and more narrowly tailored restriction that municipalities can constitutionally adopt, and although PMC section 5.24.050 already provides this restriction when signs indicate no handbills are wanted, the ordinance would require that the content of a sign to state “No Solicitation” or similar language. Case law decisions have given specific approval of this signage wording.
Distribution on Vehicles: The Ninth Circuit Court of Appeals granted a preliminary injunction against enforcement of an ordinance that prohibited the placement of leaflets on unoccupied vehicles parked on city streets. This ordinance was similar to the City’s current regulations which require the vehicle owners/occupants to accept handbills. Although the prohibition is based primarily on preventing litter or trash on streets and property, the court found there was not sufficient evidence that any significant litter had resulted from handbills placed on parked cars within the City, and thus the ordinance was not narrowly tailored to advance a significant city interest.

However, in considering the city’s purpose of protecting the private property rights of car owners, the Ninth Circuit Court of Appeals indicated that placing a “no handbills” sign on the dashboard was an acceptable way for car owners to opt out of receiving unwanted communications. Therefore, rather than removing the prohibition of placing handbills on parked vehicles from the PMC, the City Attorney’s office recommends prohibiting the placement of handbills on any car displaying a “No Solicitation” or similar notice in the vehicle. This is consistent with the prohibition on handbill distribution at residential properties displaying a “No Solicitation” sign, and can apply to vehicles on public or private property.

It is recommended that pursuant to the case law developments discussed above, the City amend the regulations under Chapter 5.24 and adopt the attached ordinance.

Budget (or Fiscal) Impact:
None.

Reviewed by:
City Attorney  X
Assistant City Manager  for Ron Carr

Attachments:
Consent:
Public Hearing:  X
Business Item:
Other:
ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, AMENDING MUNICIPAL CODE CHAPTER 5.24 REGARDING REGULATIONS OF THE DISTRIBUTION OF HANDBILLS

WHEREAS, unwanted handbills which are posted or distributed within the City of Perris deface public property and private property and create waste and litter. As a result, the existence of unwanted handbills constitutes a public nuisance by creating waste and litter and is a burden upon taxpayers who will fund the cleanup and disposal of handbills which fall on the ground or otherwise become litter; and

WHEREAS, the City Council finds the need to establish regulations, and such regulations will serve a legitimate public purpose by reducing the amount of litter resulting from the uncontrolled distribution of advertising matter and commercial handbills, while concurrently providing a reasonable approach to allow handbill distributors the ability to conduct their activities consistent with the First and Fourteenth Amendments of the United States Constitution; and

WHEREAS, the City Council desires to update Chapter 5.24 of the Perris Municipal Code to prevent litter caused by unwanted handbills throughout the City by regulating such activities and declaring certain acts of posting and distributing handbills to be unlawful and to provide penalties for such violations.

THE CITY COUNCIL OF THE CITY OF PERRIS HEREBY ORDAINS AS FOLLOWS:

Section 1. Recitals Incorporated. The foregoing Recitals are incorporated herein by reference as if set forth in full.

Section 2. Amendment to Chapter 5.24 of the Perris Municipal Code. Chapter 5.24 (Handbills) of the Perris Municipal Code is hereby amended to read in its entirety as follows:

"5.24.010 Definitions

The following words, terms and phrases when used in this chapter have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

A. "Handbill" means any printed or written matter, poster, lawn sign, sample circular, leaflet, pamphlet, paper, booklet, printed matter of literature, flyer or any other similar printed item.

B. "Person" means natural person, firm, partnership, association, corporation, company, public utility or organization of any kind."
5.24.020 Distribution on Public Property

It shall be unlawful for any person or persons to throw, deposit, leave, place or to cause the throwing, depositing, leaving or placing of any handbill in or on any public place within the City. The provisions of this section shall not be deemed to prohibit the handling, transmitting or distributing of any handbill to any person willing to accept such handbill.

5.24.030 Distribution on Vehicles

No person shall distribute, deposit or place any handbill in or upon any automobile or other vehicle in the City that displays a sign bearing the words: "No Solicitation," "No Advertisement" or similar notice, indicating in any manner that the possessors of such property do not desire to have any such handbills left upon such property. Such sign(s) shall constitute an expressed objection to such conduct, and shall be prohibited.

5.24.040 Distribution on Private Property

Provided that private property is not posted as provided in Section 5.24.050, persons may, unless requested by anyone upon such property to not do so, have the authority to place or deposit handbills securely upon said premises. Handbills placed on private property shall be placed or deposited in a manner reasonably designed to prevent the handbill from being blown or drifted about such private property or property open to the public, including into streets, storm water catchment and conveyance systems and other public places.

5.24.050 Distribution on Posted Private Property Prohibited

No person shall throw, deposit or distribute any handbill upon any private premises if requested by anyone thereon not to do so, or if there is placed on such premises in a conspicuous position near the entrance thereof, a sign bearing the words: "No Solicitation," "No Advertisement" or similar notice, indicating in any manner that the occupants of such property do not desire to have their privacy disturbed or to have any such handbills left upon such premises. Such sign(s) shall constitute an expressed objection to such conduct, and shall be prohibited.

5.24.060 Hours of Distribution Limited

It is unlawful for any person to distribute any handbill on private property between the hours of nine p.m. of any day and eight a.m. of the following day.
5.24.070 Exemptions

The provisions of this chapter shall not be deemed to apply to the distribution of the United States mail nor to the delivery of any handbill to any person who has requested delivery of same.

5.24.080 Violation - Penalty

Any person who violates any provision of this chapter is guilty of an infraction and upon conviction thereof shall be punished in accordance with Section 1.16.010. Any person empowered by the city to issue citations may issue citations to enforce compliance with this chapter."

Section 3. No Repeal of other Provisions. Unless expressly modified or added herein, all provisions of Title 5 remain in full force and effect.

Section 4. Effective Date. This Ordinance shall take effect 30 days after its adoption.

Section 5. Severability. If any section, subsection, subdivision, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portions thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases or portions thereof be declared invalid or unconstitutional.

Section 6. Certification. The City Clerk shall certify as to the passage and adoption of this Ordinance and shall cause the same to be posted at the designated locations in the City of Perris.

ADOPTED, SIGNED and APPROVED this ___ day of __________, 2015.

__________________________
Daryl R. Busch, Mayor

ATTEST:

__________________________
Nancy Salazar, City Clerk
STATE OF CALIFORNIA  
COUNTY OF RIVERSIDE  
CITY OF PERRIS  

I, Nancy Salazar, City Clerk of the City of Perris that the foregoing Ordinance Number ____ was duly adopted by the City Council of the City of Perris at a regular meeting of said Council on the ___ day of __________, 2015, and that it was so adopted by the following vote:

AYES:
NOES:
ABSENT:

________________________________________
Nancy Salazar, City Clerk
CITY COUNCIL
AGENDA SUBMITTAL
September 8, 2015


REQUESTED ACTION:


2. Direct staff to submit the 2014-2015 First Program Year CAPER to HUD and to amend as needed.

CONTACT: Darren Madkin, Deputy City Manager

BACKGROUND/DISCUSSION:

The City of Perris receives Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development (HUD) annually. As a requirement of receiving these funds, the City must submit an application known as the Consolidated Plan every five years, an Action Plan annually, and a Consolidated Annual Performance and Evaluation Report (CAPER) by September 30th of each year, following close out of the City CDBG Program year.


The attached CAPER meets all of the content requirements established by HUD, and is consistent with the City's approved 2014-2019 Five-Year Consolidated Plan.

The CAPER is intended to outline and evaluate the overall progress the City has made in carrying out its goals and objectives in utilizing the annual federal CDBG Entitlement Funds awarded during FY 2014-2015.

The CAPER was made available for public review for a 15-day public comment period as prescribed by HUD, commencing on August 21, 2015 and is presented to City Council for approval prior to submitting to HUD.
Highlights of CDBG Program for Fiscal Year 2014-2015:

During FY 2014-2015, the City received $861,889 in federal CDBG Entitlement funds, which were used to accomplish various goals and objectives outlined in the 2014-2019 Five-Year Consolidated Plan and the First Program Year Action Plan, including:

- Contracting with Path of Life Ministries to provide street outreach in the form of referrals and case management services to 374 homeless individuals. Additionally, 38 homeless individuals were provided with overnight shelter during the reporting period.

- Contracting with the Fair Housing Council of Riverside County (FHCRC) to provide residents with services to investigate allegations of housing discrimination, and landlord tenant complaint mediation, as well as advocacy services education and training. The FHCRC assisted 897 residents during this reporting period.

- Neighborhood Housing Services of the Inland Empire were contracted to provide three Homebuyer Education Workshops.

- Perris Valley Youth Association Sports were contracted to provide after school recreational enrichment through the Youth Mentoring Program to 91 teens.

- The Senior Home Repair Program assisted in the rehabilitation of homes to 18 eligible seniors.

- Paragon Park improvements include the repairing and resurfacing of the existing skate ramps as well as the expansion of the skate park. Improvements also included the installation of a Pump Track, a unique tract meant for wheeled action sports and the first to be placed in Southern California.

As required by HUD, all public noticing requirements have been met and program performance data made available to the public. Therefore, it is recommended that the City Council adopt the FY 2014-2015 Consolidated Annual Performance and Evaluation Report (CAPER) prior to submittal to the U.S. Department of Housing and Urban Development (HUD).
Prepared by: Sara Cortes de Pavon, Project Coordinator

BUDGET IMPACT: None

Reviewed by: Sabrina Chavez, Assistant Director of Community Services & Housing

Asst. City Manager: Ron Carr

Attachments: 2014-2015 CAPER

Public Hearing: Yes
RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS
APPROVING THE 2014-2015 FIRST PROGRAM YEAR
CONSOLIDATED ANNUAL PERFORMANCE
AND EVALUATION REPORT (CAPER)

WHEREAS, the City of Perris (the "City") operated the Community
Development Block Grant Program (CDBG) for the 2014-2015 Program Year; and

WHEREAS, the City is required to submit a CAPER, to the U.S. Department
of Housing and Urban Development (HUD) for the activities and expenditures for
the 2014-2015 Program Year; and

WHEREAS, the City Council must also certify that it is complying with HUD
requirements for the use of CDBG funds; and

WHEREAS, the City has spent $744,070.61 in CDBG funds during the 2014-
2015 Program Year, and 100% of its funds were used for activities that benefitted
low and moderate-income persons; and

WHEREAS, the City Manager is the certifying official for all HUD reports and
transactions; and

WHEREAS, the City has held a public hearing to hear public testimony of all
interested parties regarding the 2014-2015 First Program Year CAPER; and

NOW THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL
OF THE CITY OF PERRIS AS FOLLOWS:

Section 1: Subsequent to hearing and consideration of all testimony,
the City Council hereby adopts the 2014-2015 Consolidated Annual Performance
Report (CAPER), a copy of which is on file with the City Clerk of the City of
Perris, and authorizes the City Manager to submit the same to HUD on behalf of
the City of Perris.

PASSED, APPROVED, AND ADOPTED ON SEPTEMBER 8, 2015, BY THE
FOLLOWING VOTE:

__________________________
MAYOR, DARYL R. BUSCH
ATTEST:

__________________________________________
City Clerk, Nancy Salazar

STATE OF CALIFORNIA  )
COUNTY OF RIVERSIDE  ) §
CITY OF PERRIS       )

I, Nancy Salazar, City Clerk of the City of Perris, do hereby certify that the foregoing Resolution Number ______ was duly adopted by the City Council of the City of Perris at a public hearing thereof held on the 8TH day of September 2015, by the following vote:

AYES: __________________________
NOES: __________________________
ABSTAIN: ________________________
ABSENT: _________________________

__________________________________________
City Clerk, Nancy Salazar
Verbal Presentation