

*For further information on an agenda item, please contact the City at
101 North "D" Street, or call (951) 943-6100*

**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, January 26, 2016

6:30 P.M.

**City Council Chambers
(corner of San Jacinto and Perris Boulevard)
101 North "D" Street
Perris, California**

CLOSED SESSION: 6:00 P.M.

ROLL CALL:

Rabb, Rogers, Yarbrough, Burke, Busch

- A. Conference with Real Property Negotiators – Government Code
Section 54956.8
Property: APN #326-140-012
City Negotiator: Richard Belmudez, City Manager
Negotiating Parties: Malalai Behnawa
Under Negotiation: Price and terms of payment
- B. Conference with Real Property Negotiators – Government Code
Section 54956.8
Property: APN #326-071-002
APN #326-072-003
City Negotiator: Richard Belmudez, City Manager
Negotiating Parties: Susan Balistocky
Under Negotiation: Price and terms of payment

C. Conference with Real Property Negotiators – Government Code Section 54956.8

Property: APN #326-062-017
APN #326-071-001
APN #326-072-005
City Negotiator: Richard Belmudez, City Manager
Negotiating Parties: Chris Shepherd
Under Negotiation: Price and terms of payment

D. Conference with Real Property Negotiators – Government Code Section 54956.8

Property: APN #326-072-004
City Negotiator: Richard Belmudez, City Manager
Negotiating Parties: Jaqueline Fenaroli
Under Negotiation: Price and terms of payment

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

2. **ROLL CALL:**

Rabb, Rogers, Yarbrough, Burke, Busch

3. **INVOCATION:**

Pastor Noland Turnage
The Grove Community Church
227 N. "D" Street
Perris, CA 92570

4. **PLEDGE OF ALLEGIANCE:**

Councilman 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. Introduction of Lt. Steve Mike, Riverside County Sheriff Department.

B. Presentation by Krystle Lisenby Joseph, Heart Walk Director from the American Heart Association, awarding the City of Perris as a "Gold Fit-Friendly Worksite."

6. APPROVAL OF MINUTES:

- A. Approve the Minutes of the Joint Worksession 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 held January 12, 2016 and the Regular Joint Meeting 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 held January 12, 2016.

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 the Recognized Obligation Payment Schedule.
- B. Approve the request for waiver of rental fees for the Perris Valley African American History Committee Black History Celebration event for the use of Foss Field Park and Mobile Stage. Event to be held on February 20, 2016 at Foss Field Park and City Council Chambers.
- C. Approve an Amendment to the Joint Powers Agreement of the Western Riverside Council of Governments (WRCOG) of which the City of Perris is a member, to allow Morongo Band of Mission Indians to join the WRCOG Governing Board.
- D. Approve the assumption of Southern California Edison Agreement from Howard Industrial Partners regarding the Powerline Undergrounding Project at 4120 Indian Avenue.
- E. Adopt Resolution Number (next in order) regarding the Beverage Container Recycling City/County Payment Program.

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, AUTHORIZING SUBMITTAL OF APPLICATION FOR CALRECYCLE PAYMENT PROGRAMS AND RELATED AUTHORIZATIONS

- F. Approve a Professional Contract Services Agreement with Pacific Code Compliance for Community Development Block Grant Program Assistance.
- G. Approve extension of the Professional Services Contract with The AFB Group, Inc.
- H. Award of Contract to Hirsch & Associates, Inc. for Design Services on the Patriot Park Concession Building project.

8. PUBLIC HEARINGS: NO PUBLIC HEARING ITEMS

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.

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. Citywide Infrastructure Update.

Introduced by: Ron Carr, Assistant City Manager
Habib Motlagh, City Engineer

PUBLIC COMMENT:

- B. Consideration to make appointment to the Department of Community Action Committee.

Introduced by: Mayor Daryl Busch

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 *NS*
DATE: January 26, 2016
SUBJECT: *Approval of Minutes*

BACKGROUND: None.

FISCAL IMPACT: None.

- **RECOMMENDATION:** Motion to approve the Minutes of the Joint Worksession held on January 12, 2016 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 and the Regular Joint Meeting held on January 12, 2016 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 *JLH*
Approved by: Nancy Salazar, City Clerk

Attachments:

- Minutes of the Joint Worksession held on December 8, 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 and the Regular Joint Meeting held on December 8, 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

CITY OF PERRIS

MINUTES:

Date of Meeting: January 12, 2016
05:00 PM

Place of Meeting: City Council Chambers

1. CALL TO ORDER: 5:00 P.M.

Mayor Busch called the Worksession to order at 5:01 p.m.

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

Councilmembers present: Burke, Rabb, Rogers, Yarbrough, Busch
Councilmember Rabb recused himself from the Worksession.

Staff members present: City Manager Belmudez, City Attorney Dunn, Assistant City Manger Carr, Director of Development Services Miramontes, City Clerk Salazar

3. WORKSESSION:

A. Medical Marijuana Dispensaries and Cultivation.

This item was introduced by Director of Development Services Miramontes and turned over to Deputy City Attorney Neumeyer for the presentation.

Councilman Rabb stated that he had been informed by his employer that a conflict of interest may exist. Councilman Rabb recused himself from the worksession and left the dais at 5:03 p.m.

**The Mayor called for Public Comment:
The following people spoke at Public Comment:
Joshua Naggar**

David Jones III

Ana Magana

Sophia Cole

Ted Norton

Mario Alvarez

Olivia Balderrama

Douglas Corona

Debbie Corona

Brandon Jankle

Joseph Portillo

The following Councilmembers spoke:

Busch

Rogers

Yarbrough

Burke

Staff was directed to prepare a Resolution affirming that the current zoning code prohibits marijuana cultivation and prepare and Ordinance prohibiting marijuana cultivation, except for personal medical use.

Further direction was given to also bring back, in the future, information, including the options available, regarding the regulation of marijuana dispensaries and marijuana cultivation in the City of Perris.

4. ADJOURNMENT:

There being no further business the Mayor adjourned the Worksession at 6:00 p.m.

Respectfully submitted,

Nancy Salazar, City Clerk

CITY OF PERRIS

MINUTES:

Date of Meeting: January 12, 2016

06:30 PM

Place of Meeting: City Council Chambers

CLOSED SESSION

Mayor Busch called the Closed Session to order at 6:01 p.m.

ROLL CALL

Councilmembers Present: Burke, Rabb, Rogers, Yarbrough, Busch

Staff members Present: City Manager Belmudez, City Attorney Dunn, Assistant City Manager Carr, City Clerk Salazar

- A. Conference with Real Property Negotiators - Government Code Section 54956.8
Property: APN #326-140-012 City Negotiator: Richard Belmudez, City Manager Negotiating Parties: Malalai Behnawa Under Negotiation: Price and terms of payment
- B. Conference with Legal Counsel - Potential Litigation - Government Code Section 54956.9 (d)(4) - 1 case
- C. Conference with Legal Counsel - Existing Litigation - Government Code Section 54956.9(d)(2); 1 case:
 1. Vincent Scarpino, et al. v. City of Perris, et al. Case Number RIC 1510034

The City Council adjourned to Closed Session at 6:02 p.m.

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

Mayor Busch called the Regular City Council meeting to order at 6:35 p.m.

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

Councilmembers Present: Burke, Rabb, Rogers, Yarbrough, Busch

Staff Members Present: City Manager Belmudez, City Attorney

Dunn, City Engineer Motlagh, Assistant City Manager Carr, Deputy City Manager Madkin, Redevelopment & Economic Development Manager McDermott, Police Captain Judge, Fire Chief Barnett, Director of Development Services Miramontes, Capital Improvement Project Manager Morales, Information Technology Manager Cervantes, Assistant Director of Community Services and Housing Chavez, Assistant Finance Director Erwin, Assistant Director of Public Works Hartwill and City Clerk Salazar.

3. INVOCATION: Pastor James Baylark Good Hope
Missionary Baptist Church 22876 Mountain Ave
Perris, CA 92570

4. PLEDGE OF ALLEGIANCE:

Councilman Yarbrough led the Pledge of Allegiance.

5. PRESENTATIONS/ANNOUNCEMENTS:

There were no Presentations.

6. APPROVAL OF MINUTES:

- A. Approved 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 December 8, 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: Daryl Busch, Tonya Burke, David Starr Rabb, Mark Yarbrough, Rita Rogers

NOES:

ABSENT:

ABSTAIN:

7. CONSENT CALENDAR:

The Mayor called for Public Comment. The following person spoke at Public Comment regarding item 7.I.:

Ted Norton

- A. Approved Resolution Numbers 4942, 4943 and 4944 regarding Annexation of DPR 07-09-0018 to Maintenance District No. 84-1, located approximately 750 feet east of Webster Avenue between Harley Knox Boulevard and

Nance Street. (Owner: 60 Knox Partnership LP).

Resolution Number 4942 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 DPR 07-09-0018 INTO MAINTENANCE DISTRICT NUMBER 84-1

Resolution Number 4943 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 DPR 07-09-0018 TO CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1

Resolution Number 4944 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 OF THE AREA TO BE ANNEXED TO MAINTENANCE DISTRICT NUMBER 84-1 AND TO BE ASSESSED THE COST AND EXPENSE THEREOF; DESIGNATING SAID ANNEXATION AS ANNEXATION OF DPR 07-09-0018 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 MARCH 8, 2016

- B. Approved Resolution Numbers 4945, 4946 and 4947 regarding Annexation of DPR 07-09-0018 to Landscape Maintenance District No. 1 (LMD 1), location approximately 750 feet east of Webster Avenue between Harley Knox Boulevard and Nance Street (Owner: 60 Knox Partnership LP).

Resolution Number 4945 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 116 (DPR 07-09-018) TO LANDSCAPE MAINTENANCE DISTRICT NUMBER 1

Resolution Number 4946 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 DPR 07-09-0018 TO BENEFIT ZONE 116, CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1

Resolution Number 4947 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 116, CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1, DECLARING THE WORK TO BE OF MORE LOCAL THAN ORDINARY PUBLIC BENEFIT; SPECIFYING THE EXTERIOR BOUNDARIES OF THE AREA TO BE ANNEXED TO BENEFIT ZONE 116, LANDSCAPE MAINTENANCE DISTRICT NUMBER 1 AND TO BE ASSESSED THE COST AND EXPENSE THEREOF; DESIGNATING SAID ANNEXATION AS ANNEXATION OF DPR 07-09-0018 TO BENEFIT ZONE 116, 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 MARCH 8, 2016

- C. Approved Resolution Number 4948 regarding Annexation of DPR 07-09-0018 to Flood Control Maintenance District No. 1, located approximately 750 feet east of Webster Avenue between Harley Knox Boulevard and Nance Street. (Owner: 60 Knox Partnership LP).

Resolution Number 4948 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 DPR 07-09-0018 TO BENEFIT ZONE 85, 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 MARCH 8, 2016

- D. Approved award of Contract Services Agreement to Cho Design, Inc. regarding replacement of the Nuevo Bridge crossing at Nuevo Road at the Perris Valley Channel.
- E. Approved the construction and replacement of the Triple Crown Wall.
- F. Approved Award of Contract to Avant Garde; California Consulting, and MHM & Associates Enterprises, Inc. for Grant Writing Services.
- G. Received and Filed the 2014-2015 CAFR and Financial Statements.
- H. Approved Extension of Time for 15-05209 for Tentative Tract Map 32497 until October 31, 2016 for the subdivision of 12 acres into 80 residential lots for single family residential development, located on the northwest corner of Orange Avenue and Medical Center Drive. (Applicant: CHT Investment, LLC).
- I. Adopted Resolution Number 4949 regarding religious pluralism and Islamophobia.

Resolution Number 4949 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ON RELIGIOUS PLURALISM AND ISLAMOPHOBIA

The Mayor called for a motion.

M/S/C: Moved by Rita Rogers, seconded by David Starr Rabb to Approve the Consent Calendar as presented.

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

NOES:

ABSENT:

ABSTAIN:

8. PUBLIC HEARINGS:

- A. Adopted Resolution Numbers 4950 and 4951 regarding Annexation of DPR 14-00099 to the City's Maintenance Districts located on the southeast corner of Hart Lane and Perris Boulevard. The project is being developed for a Les Schwab Tire Store. (Owner: SFP-E, LLC)

Resolution Number 4950 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ORDERING THE WORK IN CONNECTION WITH ANNEXATION OF DPR 14-00099 TO CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1, GIVING FINAL APPROVAL OF THE ENGINEER'S REPORT, AND LEVYING THE ASSESSMENT FOR FISCAL YEAR 2015-2016

Resolution Number 4951 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ORDERING THE WORK IN CONNECTION WITH ANNEXATION OF DPR 14-00099 TO BENEFIT ZONE 115, CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1, GIVING FINAL APPROVAL OF THE ENGINEER'S REPORT, AND LEVYING THE ASSESSMENT FOR FISCAL YEAR 2015-2016

Roxanne Shepherd, Shepherd & Staats gave the presentation on this item.

Councilmember Rabb left the Council Chambers at 6:43 p.m. and returned at 6:46 p.m.

The Mayor opened the Public Hearing at 6:46. The Mayor called for Public Comment. There was no Public Comment.

The Mayor closed the Public Hearing at 6:46 p.m.

The Mayor requested that City Clerk Salazar open the ballots.

City Clerk Salazar opened the ballots and reported that they were both marked YES.

The Mayor called for a motion.

M/S/C: Moved by Rita Rogers, seconded by Mark Yarbrough to Approve Resolution Numbers 4950 and 4951 as presented.

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

Mark Yarbrough, Rita Rogers

NOES:

ABSENT:

ABSTAIN:

- B. Adopted Resolution Number 4952 regarding Annexation of Parcel 1, Parcel Map 36462 to the City's Flood Control Maintenance District (FCMD 1) No. 1, located north of Rider Street between Indian Avenue and Perris Boulevard. (Owner: Duke Realty).

Resolution Number 4952 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ORDERING THE WORK IN CONNECTION WITH ANNEXATION OF PARCEL 1, PARCEL MAP 36462 TO BENEFIT ZONE 84, CITY OF PERRIS FLOOD CONTROL MAINTENANCE DISTRICT NUMBER 1, GIVING FINAL APPROVAL OF THE ENGINEER'S REPORT, AND LEVYING THE ASSESSMENT FOR FISCAL YEAR 2015-2016

Roxanne Shepherd, Shepherd & Staats gave the presentation on this item.

The Mayor opened the Public Hearing at 6:50 p.m. There was no Public Comment.

The Mayor closed the Public Hearing at 6:51 p.m.

The Mayor requested that City Clerk Salazar open the ballot.

City Clerk Salazar opened the ballot and reported that it was marked YES.

The Mayor called for a motion.

M/S/C: Moved by Mark Yarbrough, seconded by David Starr Rabb to Approve Resolution Number 4952 as presented.

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

NOES:

ABSENT:

ABSTAIN:

- C. Adopted Resolution Numbers 4953 and 4954 regarding Annexation of portions of APN 302-020-030 and 302-020-031 into CFD 2001-3 (North Perris Public Safety District) - Annexation No. 20. (Owner: 60 Knox Partnership).

Resolution Number 4953 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY

**OF PERRIS, ACTING AS THE LEGISLATIVE BODY OF
COMMUNITY FACILITIES DISTRICT NO. 2001-3
(NORTH PERRIS PUBLIC SAFETY OF THE CITY OF
PERRIS, CALLING A SPECIAL ELECTION TO SUBMIT
TO THE QUALIFIED ELECTORS WITHIN PROPOSED
ANNEXATION NO. 20 THE QUESTION OF ANNEXING
SUCH TERRITORY AND LEVYING OF A SPECIAL
TAX WITHIN THE AREA OF PROPOSED
ANNEXATION NO. 20**

Resolution Number 4954 is entitled:

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF PERRIS, ACTING AS THE LEGISLATIVE BODY OF
COMMUNITY FACILITIES DISTRICT NO. 2001-3
(NORTH PERRIS PUBLIC SAFETY) OF THE CITY OF
PERRIS, DECLARING THE RESULTS OF A SPECIAL
ELECTION RELATING TO ANNEXATION NO. 20 AND
ORDERING THE ANNEXATION OF SUCH TERRITORY,
THE LEVYING OF A SPECIAL TAX WITHIN THE
AREA OF ANNEXATION NO. 20 AND DIRECTING THE
RECORDING OF A NOTICE OF SPECIAL TAX LIEN**

Daniel Louie, Wildan Financial, gave the presentation on this item.

The Mayor opened the Public Hearing at 6:54 p.m. There was no Public Comment.

The Mayor closed the Public Hearing at 6:54 p.m.

The Mayor called for a motion.

M/S/C: Moved by David Starr Rabb, seconded by Rita Rogers to Approve Resolution Number 4953 as presented.

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

NOES:

ABSENT:

ABSTAIN:

The Mayor requested that City Clerk Salazar open the ballot.

City Clerk Salazar opened the ballot and reported that it was marked YES.

The Mayor called for a motion.

M/S/C: Moved by Rita Rogers, seconded by David Starr Rabb to Approve Resolution Number 4954 as presented.

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

NOES:

ABSENT:

ABSTAIN:

- D. Adopted Resolution Numbers 4955 and 4956 and introduced the First Reading of Ordinance Number 1323 regarding Environmental Impact Report 14-01-0017 (SCH No. 2014051034), Development Plan Review (DPR) 14-01-0015, Tentative Parcel Map 36678 (TPM) 14-01-0016, specific Plan Amendment 14-04-0001 and Street Vacation (SV) 14-04-0002, a proposal to construct a high-cube warehouse development consisting of two buildings totaling 1,037,811 square feet on 48.38 acres of land located on the north side of Markham Street between Patterson and Webster Avenues. The request will require the following: a Specific Plan Amendment to change the land use designation of approximately 16 acres from General Industrial to Light Industrial, a Tentative Parcel to consolidate 55 lots into two parcels, a Street Vacation to abandon unimproved streets within the site and Development Plan Review for the site plan review and building elevations. (Applicant: Mike Naggar, Mike Naggar & Associates).

Resolution Number 4955 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA CERTIFYING THE ENVIRONMENTAL IMPACT REPORT 14-01-0017 (STATE CLEARINGHOUSE #2014051034) PREPARED FOR THE OPTIMUS LOGISTICS CENTER 2 PROJECT, A WAREHOUSE DEVELOPMENT PROJECT TOTALING 1,037,811 SQUARE FEET, BASED UPON THE STATEMENT OF FACTS AND FINDINGS AND STATEMENT OF OVERRIDING CONSIDERATIONS, AND THE MITIGATION MONITORING AND REPORTING PROGRAM

Resolution Number 4956 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA APPROVING DEVELOPMENT PLAN REVIEW 14-01-0015, STREET VACATION 14-04-0002 AND TENTATIVE PARCEL MAP 14-01-0016 (TPM 36678) TO FACILITATE THE CONSTRUCTION OF TWO WAREHOUSE BUILDINGS TOTALING 1,037,811 SQUARE FEET LOCATED ON THE NORTH SIDE OF MARKHAM STREET BETWEEN PATTERSON AND WEBSTER AVENUES, SUBJECT TO CONDITIONS OF

APPROVAL AND THE FINDINGS NOTED HEREIN

**The First Reading of Ordinance Number 1323 is entitled:
AN ORDINANCE OF THE CITY COUNCIL OF THE
CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF
CALIFORNIA APPROVING SPECIFIC PLAN
AMENDMENT 14-04-0001 TO THE PERRIS VALLEY
COMMERCE CENTER (PVCC) SPECIFIC PLAN TO
CHANGE THE LAND USE DESIGNATION OF
APPROXIMATELY 16 ACRES FROM GENERAL
INDUSTRIAL (GI) TO LIGHT INDUSTRIAL (LI) TO
FACILITATE THE APPROVAL OF AN INDUSTRIAL
DEVELOPMENT PROJECT LOCATED ON THE NORTH
SIDE OF MARKHAM STREET BETWEEN PATTERSON
AND WEBSTER AVENUES, AND MAKING
FINDINGS IN SUPPORT THEREOF**

**This item was presented by Contract Planner Phung.
The Mayor opened the Public Hearing at 7:08 p.m.
The following people spoke at Public Comment:**

Joseph Flanagan

Graciela Larios

Jean Kayano

Marwan Alabbasi

Catherine Fields

Flo Cohen

Jessie Hardin

Seaperd Mendoza

Eduardo Rivera

Eva Corona

Malcolm Corona

Mike Naggar

**Councilmember Rabb left the Council Chambers at 7:02
p.m. and returned at 7:02 p.m.
The Mayor closed the Public Hearing at 7:35 p.m.
The following Councilmember's spoke:**

**Rabb
Yarbrough
Burke
Rogers
Busch**

Councilmember Rabb left the Council Chambers at 7:56 p.m. and returned at 7:56 p.m.

The Mayor called for a motion.

M/S/C: Moved by Rita Rogers, seconded by Mark Yarbrough to Approve Resolution Numbers 4955 and 4956 and Introduce the First Reading of Ordinance Number 1323 as presented.

AYES: Daryl Busch, Mark Yarbrough, Rita Rogers

NOES: Tonya Burke, David Starr Rabb

ABSENT:

ABSTAIN:

- E. Adopted Resolution Numbers 4957 and 4958 and introduced the First Reading of Ordinance Number 1324 regarding Environmental Impact Report (SCH# 2012111003), Development Plan Review 12-10-0005, Specific Plan Amendment 12- 10-0006, Street Vacation 13-05-0018, Tentative Parcel Map 13-05-0017 (TPM 36512) and Tentative Parcel Map 13-05-0016 (TPM 36582), Environmental Impact Report, Development Plan Review, Specific Plan Amendment, Street Vacation and two Tentative Parcel Maps for a proposed industrial development "Optimus Logistics Center I" to construct two warehouse buildings, totaling 1,455,781 square feet, located north of Ramona Expressway between the I-215 Freeway and Ramona Expressway. The Specific Plan Amendment is to amend the land use designation of approximately 68.99 acres from Commercial (C) and Business Professional Office (BPO) to Light Industrial (LI) and to amend the circulation plan for Patterson Avenue. (Applicant: Mike Naggar, Mike Naggar & Associates).
(Continued from June 9, 2015)

Resolution Number 4957 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA CERTIFYING THE ENVIRONMENTAL IMPACT REPORT (STATE CLEARINGHOUSE #2012111003) PREPARED FOR THE OPTIMUS LOGISTICS CENTER 1 PROJECT, A WAREHOUSE DEVELOPMENT PROJECT TOTALING 1,455,781 SQUARE FEET, BASED UPON THE STATEMENT OF

**FACTS AND FINDINGS AND STATEMENT OF
OVERRIDING CONSIDERATIONS, AND THE
MITIGATION MONITORING AND REPORTING
PROGRAM**

Resolution Number 4958 is entitled:

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF PERRIS, COUNTY OF RIVERSIDE, STATE OF
CALIFORNIA APPROVING DEVELOPMENT PLAN
REVIEW 12-10-0005, STREET VACATION 13-05-0018,
TENTATIVE PARCEL MAP 13-05-0017 (TPM 36512)
AND TENTATIVE PARCEL MAP 13-05-0016 (TPM
36582) TO FACILITATE THE CONSTRUCTION OF TWO
WAREHOUSE BUILDINGS TOTALING 1,455,781
SQUARE FEET LOCATED NORTH OF RAMONA
EXPRESSWAY BETWEEN THE I-215 FREEWAY AND
WEBSTER AVENUE, SUBJECT TO CONDITIONS OF
APPROVAL AND THE FINDINGS NOTED HEREIN**

Ordinance Number 1324 is entitled:

**AN ORDINANCE OF THE CITY COUNCIL OF THE
CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF
CALIFORNIA APPROVING SPECIFIC PLAN
AMENDMENT 12-10-0006 TO THE PERRIS VALLEY
COMMERCE CENTER (PVCC) SPECIFIC PLAN TO
REVISE THE LAND USE DESIGNATION OF
APPROXIMATELY 68.99 ACRES FROM COMMERCIAL
(C) AND BUSINESS PROFESSIONAL OFFICE (BPO) TO
LIGHT INDUSTRIAL (LI) AND TO AMEND THE
CIRCULATION PLAN TO REMOVE PATTERSON
AVENUE CONNECTION TO RAMONA EXPRESSWAY
TO FACILITATE THE APPROVAL OF AN INDUSTRIAL
DEVELOPMENT PROJECT LOCATED NORTH OF
RAMONA EXPRESSWAY BETWEEN THE I-215
FREEWAY AND WEBSTER AVENUE, AND MAKING
FINDINGS IN SUPPORT THEREOF**

**This item was presented by Contract Planner Phung.
Councilmember Rogers left the Council Chambers at 8:03
p.m. and returned at 8:04 p.m.**

**City Manager Belmudez stated that this item had been
continued from June 9, 2015 and that Councilman
Yarbrough had reviewed the recording from the previous
meeting and was prepared for the item.**

The Mayor opened the Public Hearing at 8:10 p.m.

The following people spoke at Public Comment:

Joe Arthur

Marwan Alabbasi

Graciela Larios

Jean Kayano

Flo Cohen

Kelly Kaus

Malcolm Corona

Eligio Rangel

Douglas Corona

Joe Flanagan

**The Mayor closed the Public Hearing at 8:37 p.m.
The following Councilmember's spoke:**

Rabb

Yarbrough

Burke

Rogers

Busch

**The following Councilmember reported Ex Parte
Communication:**

Burke

**Councilmember Rogers left the Council Chambers at 9:31
p.m. and returned at 9:33 p.m.**

The Mayor called for a motion.

**M/S/C: Moved by Mark Yarbrough, seconded by Rita Rogers
to Approve Resolution Number 4957 and 4958 and Introduce
the First Reading of Ordinance Number 1324 as presented.**

AYES: Daryl Busch, Mark Yarbrough, Rita Rogers

NOES: Tonya Burke, David Starr Rabb

ABSENT:

ABSTAIN:

9. BUSINESS ITEMS:

A. Overview of Economic Development Activities.

This item was presented by Redevelopment and

Economic Development Manager McDermott.

The Mayor called for Public Comment. There was no Public Comment.

The following Councilmember's spoke:

- Busch**
- Rabb**
- Burke**
- Yarbrough**
- Rogers**

- B. Review of floor plans and cost estimates to construct offices and a conference room for the City Council.**

This item was presented by Deputy City Manager Madkin.

The Mayor called for Public Comment. There was no Public Comment.

The following Councilmember's spoke:

- Rabb**
- Burke**
- Yarbrough**
- Rogers**
- Busch**

- C. Ratified appointments and changes to the Mayor Pro Tem, the various agencies and committees and City Commissions that represent the City.**

The Mayor called for a motion.

M/S/C: Moved by Mark Yarbrough, seconded by Rita Rogers to Approve the appointments made by Mayor Busch.

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

NOES:

ABSENT:

ABSTAIN:

This item was presented by Mayor Busch. He outlined his appointments and named Councilmember Rogers as Mayor Pro Tem for the year 2016.

The Mayor called for Public Comment. There was no Public Comment.

10. PUBLIC COMMENT/CITIZEN PARTICIPATION:

**The following people spoke at Public Comment:
Bill Lamb**

Cindy Espinoza

11. **COUNCIL COMMUNICATIONS:**

The following Councilmember's spoke:

Rogers

Burke

Yarbrough

Rabb

Busch

12. **CITY MANAGER'S REPORT:**

City Attorney Dunn reported that direction was given but that no action was taken tonight in regards to Closed Session.

13. **ADJOURNMENT:**

There being no further business the City Council meeting was adjourned at 10:47 p.m.

CITY COUNCIL/SUCCESSOR AGENCY
AGENDA SUBMITTAL
January 26, 2016

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 July 2016 through June 2017. 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 for the months of July 2016 through June 2017 are noted in the ROPS.

Reviewed by:

Assistant City Manager: 
Redevelopment & Economic
Development Manager:

Attachments: Recognized Obligation Payment Schedule

Consent: XXX

Recognized Obligation Payment Schedule (ROPS 16-17) - Summary

Filed for the July 1, 2016 through June 30, 2017 Period

Successor Agency:

Perris

County:

Riverside

	16-17A Total	16-17B Total	ROPS 16-17 Total
Current Period Requested Funding for Enforceable Obligations (ROPS Detail)			
Enforceable Obligations Funded with Non-Redevelopment Property Tax Trust Fund (RPTTF) Funding Sources (B+C+D):			
A	\$ -	\$ 11,997	\$ 11,997
B	-	-	-
C	-	-	-
D	-	11,997	11,997
E	\$ 3,636,902	\$ 1,857,735	\$ 5,494,637
F	3,511,902	1,732,735	5,244,637
G	125,000	125,000	250,000
H	\$ 3,636,902	\$ 1,869,732	\$ 5,506,634

Enforceable Obligations Funded with RPTTF Funding (F+G):

Non-Administrative Costs
Administrative Costs

Current Period Enforceable Obligations (A+E):

Certification of Oversight Board Chairman:
Pursuant to Section 34177 (o) 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 successor agency.

Name Title

/s/

Signature Date

Perris Recognized Obligation Payment Schedule (ROPS 16-17) - Report of Cash Balances
 (Report Amounts in Whole Dollars)

Pursuant to Health and Safety Code section 34177 (l), 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											
A	B	C	D	E	F	G	H	I	Fund Sources		
									Bond Proceeds	Reserve Balance	RPTTF
Cash Balance Information by ROPS Period											
		Bonds issued on or before 12/31/10	Bonds issued on or after 01/01/11	Prior ROPS and DDR RPTTF balances retained	Prior ROPS RPTTF distributed as reserve for future period(s)	Other	RPTTF	Comments			
ROPS 15-16A Actuals (07/01/16 - 12/31/15)											
1	Beginning Available Cash Balance (Actual 07/01/15)					11,997	538,312				
2	Revenue/Income (Actual 12/31/15) RPTTF amounts should tie to the ROPS 15-16A distribution from the County Auditor-Controller during June 2015										
3	Expenditures for ROPS 15-16A Enforceable Obligations (Actual 12/31/15)						3,666,996				
4	Retention of Available Cash Balance (Actual 12/31/15) RPTTF amount retained should only include the amounts distributed as reserve for future period(s)									3,699,479	
5	ROPS 15-16A RPTTF Balances Remaining									459,434	Funds due to school districts
6	Ending Actual Available Cash Balance C to G = (1 + 2 - 3 - 4), H = (1 + 2 - 3 - 4 - 5)	\$ -	\$ -	\$ -	\$ -	\$ 11,997	\$ 46,395				
ROPS 15-16B Estimates (01/01/16 - 06/30/16)											
7	Beginning Available Cash Balance (Actual 01/01/16) (C, D, E, G = 4 + 6, F = H4 + F4 + F6, and H = 5 + 6)	\$ -	\$ -	\$ -	\$ -	\$ 11,997	\$ 46,395				
8	Revenue/Income (Estimate 06/30/16) RPTTF amounts should tie to the ROPS 15-16B distribution from the County Auditor-Controller during January 2016										
9	Expenditures for ROPS 15-16B Enforceable Obligations (Estimate 06/30/16)									1,888,810	
10	Retention of Available Cash Balance (Estimate 06/30/16) RPTTF amount retained should only include the amounts distributed as reserve for future period(s)									1,888,810	
11	Ending Estimated Available Cash Balance (7 + 8 - 9 - 10)	\$ -	\$ -	\$ -	\$ -	\$ 11,997	\$ 46,395				

CITY COUNCIL
AGENDA SUBMITTAL

Meeting Date: January 26, 2016

SUBJECT: Perris Valley African American History Committee use of Foss Field Park and the City Council Chambers

REQUESTED ACTION: That the City Council consider a waiver of rental fees, for the Perris Valley African American History Committee Black History Celebration event to be held on February 20, 2016 at Foss Field Park, City Council Chambers and Mobile Stage.

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

BACKGROUND/DISCUSSION:

Perris Valley African American History Committee has planned a Black History Celebration at Foss Field and the City Council Chambers on February 20, 2016, from 10:00am-5:00pm. Perris Valley African American History Committee is requesting that the City Council authorize the waiver of rental fees associated with the reservation of Foss Field, City Council Chambers and Mobile Stage. A copy of the letter request is attached with this submittal. The total value of the requested fee waiver is \$1280.00 (\$200.00 for the field rental, \$80 for the staff cost and \$1000.00 for mobile stage rental and deposit).

It is recommended that the City Council consider waiving all rental fees and deposit, for the Perris Valley African American History Committee Black History Celebration event.

FISCAL IMPACT: The requested waiver of rental fees for the Perris Valley African American History Committee event at Foss Field and City Council Chambers totals \$1280.00 includes deposit of \$500.00 for the mobile stage. This amount includes the reservation of the Foss Field, City Council Chambers and Mobile Stage, staff cost and deposit.

Prepared by: Spencer Campbell, Recreation Supervisor II *sc*

Reviewed By:

Deputy City Manager: *DM*

Assistant City Manager: *Re*

Attachments: Fee waiver request letter from Perris Valley African American History Committee



PERRIS VALLEY AFRICAN AMERICAN HISTORY COMMITTEE

January 13, 2016

Dear City Management,

The Perris Valley African American History Committee is in the process of planning the events for this year's Black History Celebration. The event is calendared for Saturday, February 20th, from 10 – 5pm. We have submitted our facilities use application, requesting the use of Fossfield Park, Bob Glass Gym and the City Council Chambers. We would additionally like to request a fee waiver for using these facilities, in that we are a 501C3, located in the city of Perris and working towards the betterment of the entire community.

We are also asking that the city would consider co-sponsoring the Black History Event. This would entail use of the following city resources:

- Facilities as described above (Bob Glass Gym is only needed as a plan B in case of inclement weather)
- Mobile Stage
- Recycle Bins
- delineators
- Monetary support

I have attached an overview of the day's activities for your review. Please feel free to contact me if you have further questions or concerns.

Thank you,

Margaret Briggs, President
Perris Valley African American History Committee
(951) 961-4399
PVAABC@gmail.com

**CITY COUNCIL
AGENDA SUBMITTAL**

Meeting Date: January 26, 2016

SUBJECT: An Amendment to the Joint Powers Agreement of the West Riverside Council of Governments (WRCOG), of which the City of Perris is a member, to allow Morongo Band of Mission Indians to join the WRCOG Governing Board.

REQUESTED That the City Council authorize the Mayor to execute the Amendment to the Joint Powers Agreement of the Western Riverside Council of Governments (WRCOG) to add the Morongo Band of Mission Indians to the WRCOG Governing Board.

CONTACT: Clara Miramontes, Director of Development Services 

BACKGROUND/DISCUSSION:

WRCOG has discussed the possibility of including one or more of the six (6) Tribes in the WRCOG sub-region as WRCOG members. On April 16, 2013, the WRCOG Executive Committee approved a recommendation from WRCOG's Administration and Finance Committee to add the Morongo Band of Mission Indians to the Executive Committee as an ex-officio, non-voting member, and a Memorandum of Understanding with Morongo was executed on June 14, 2013.

The Morongo Band of Mission Indians expressed an interest in participating in the WRCOG as a full-time voting member, except for Transportation Uniform Mitigation Fee (TUMF) items. The WRCOG Administration and Finance Committee recommended in favor of such a move on June 10, 2015, and also recommended that WRCOG staff reach out to other tribes in the sub-region regarding participation on WRCOG. On July 6, 2015, the WRCOG Executive Committee approved the recommendation to add the Morongo Band of Indians to the WRCOG Governing Board as a full voting member, except for Transportation Uniform Mitigation Fee (TUMF) items. Per WRCOG's Bylaws, an amendment of the bylaws requires the approval and signatures from two-thirds of WRCOG's member jurisdictions.

WRCOG is requesting that the City of Perris consider the recommendation from the Executive Committee, which is to "Authorize the Mayor to execute the Amendment to the Joint Powers Agreement of the Western Riverside Council of Governments to add the Morongo Band of Mission Indians to the WRCOG Governing Board." All other WRCOG members have executed amendment.

BUDGET (or FISCAL) IMPACT: The cost for the processing of this application was included in the 2015-2016 General Fund budget.

PREPARED BY: Nathan Perez, Associate Planner 

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

Consent Item: January 26, 2016

Attachments: Attachments – Amendment to the Joint Powers Agreement
WRCOG report to Executive Committee Dated 7/6/2016



Western Riverside Council of Governments

County of Riverside • City of Banning • City of Colimesa • City of Canyon Lake • City of Corona • City of Eastvale • City of Hemet • City of Jurupa Valley
City of Lake Elsinore • City of Menifee • City of Moreno Valley • City of Murietta • City of Norco • City of Perris • City of Riverside • City of San Jacinto
City of Temecula • City of Wildomar • Eastern Municipal Water District • Western Municipal Water District • Morongo Band of Mission Indians
Riverside County Superintendent of Schools

AMENDMENT TO THE JOINT POWERS AGREEMENT OF THE WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS TO ADD THE MORONGO BAND OF MISSION INDIANS TO THE WRCOG GOVERNING BOARD

This Amendment to the Joint Powers Agreement ("Amendment") is made and entered into on the 6th day of July, 2015, by and between seventeen cities located within western Riverside County and the County of Riverside (collectively the "Parties").

RECITALS

WHEREAS, the Parties have entered into a Joint Powers Agreement on April 1, 1991, and through subsequent amendments thereto (the "JPA"), to form the Western Riverside Council of Governments ("WRCOG"); and

WHEREAS, the Morongo Band of Mission Indians ("Morongo") has approached WRCOG to express that their involvement in WRCOG will be beneficial to both WRCOG member agencies and Morongo; and

WHEREAS, Morongo and WRCOG believe that by working together Western Riverside County will be better positioned to address challenges of the region; and

WHEREAS, WRCOG agrees and strongly supports coordination with Morongo, and believes that permitting Morongo membership on the WRCOG Governing Body is the best manner which would most efficaciously serve the interests of the WRCOG member agencies and Morongo; and

WHEREAS, pursuant to Government Code sections 6500 et seq., the Parties to the JPA desire to amend the JPA to add Morongo to the Governing Body of WRCOG.

MUTUAL UNDERSTANDINGS

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter stated, the Parties hereto agree as follows:

Section 1: Sections 2.4.1 and 2.4.2 to the JPA are hereby amended to read as follows:

2.4.1. WRCOG shall be governed by a General Assembly with membership consisting of the appropriate representatives from the County of Riverside, each city which is a signatory to this Agreement, the Western Municipal Water District, the Eastern Municipal Water District, and the Morongo Band of Mission Indians ("Morongo"), the number of which shall be determined as hereinafter set forth. The General Assembly shall meet at least once annually, preferably scheduled in the evening. Each member agency of the General Assembly shall have one vote for each mayor, council member, county supervisor, water district board member, and tribal council member present at the General Assembly. The General Assembly shall act only upon a majority of a quorum. A quorum shall consist of a majority of the total authorized representatives, provided that members representing a

majority of the member agencies are present. The General Assembly shall adopt and amend by-laws for the administration and management of this Agreement, which when adopted and approved shall be an integral part of this Agreement. Such by-laws may provide for the management and administration of this Agreement.

2.4.2. There shall be an Executive Committee which exercises the powers of this Agreement between sessions of the General Assembly. Members of the Executive Committee shall be the Mayor from each of the member cities, four members of the Riverside County Board of Supervisors, the President of each Water District, and the Tribal Chairman of Morongo; the remaining member of the Board of Supervisors shall serve as an alternate, except any City Council, at its discretion, can appoint a Mayor Pro Tem or other City Council member in place of the Mayor, each water district board, at its discretion, can appoint another Board member in place of the President, and the Tribal Council of Morongo, at its discretion, can appoint another Tribal Council member in place of the Tribal Chairman. The Executive Committee shall act only upon a majority of a quorum. A quorum shall consist of a majority of the member agencies. Membership of Morongo on the General Assembly and Executive Committee of WRCOG shall be conditioned on Morongo entering into a separate Memorandum of Understanding with WRCOG.

Section 2: Section 2.18 of the JPA is hereby amended to read as follows:

2.18 TUMF Matters – Water Districts and Morongo.

Pursuant to this JPA, WRCOG administers the Transportation Mitigation Fee ("TUMF") for cities in Western Riverside County. The fee was established prior to the Water District's and Morongo's involvement with WRCOG and will fund transportation improvements for the benefit of the County of Riverside and the cities in Western Riverside County. As such, the Western Municipal Water District, the Eastern Municipal Water District, and Morongo General Assembly and Executive Committee members shall not vote on any matter related to the administration of the TUMF Program or the expenditure of TUMF revenues.

Section 3: Section 3.5 of the JPA is hereby amended to read as follows:

3.5 Contributions from Water Districts and the Morongo Band of Mission Indians.

The provision of section 3.4 above shall be inapplicable to the Western Municipal Water District, the Eastern Municipal Water District, and Morongo. The amount of contributions from these water districts and Morongo shall be through the WRCOG budget process.

Section 4: This Amendment is to become effective upon execution by not less than two-thirds (2/3) of all the parties that are currently signatories to the JPA.

Section 5: All other provisions and terms of the JPA are to remain unchanged.

Section 6: This Amendment may be executed in counterparts.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed and attested by their officers thereunto duly authorized as of the date first above written.

[SIGNATURES ON FOLLOWING PAGES]

ATTEST:

Clerk of the Board of Supervisors

By: _____

Dated: _____

COUNTY OF RIVERSIDE

By: _____
Chairman, Board of Supervisors

ATTEST:

**City Clerk
City of Banning**

By: _____

Dated: _____

CITY OF BANNING

By: _____
Mayor

ATTEST:

**City Clerk
City of Calimesa**

By: _____

Dated: _____

CITY OF CALIMESA

By: _____
Mayor

ATTEST:

**City Clerk
City of Canyon Lake**

By: _____

Dated: _____

CITY OF CANYON LAKE

By: _____
Mayor

ATTEST:

City Clerk
City of Corona

By: _____

Dated: _____

CITY OF CORONA

By: _____
Mayor

ATTEST:

City Clerk
City of Eastvale

By: _____

Dated: _____

CITY OF EASTVALE

By: _____
Mayor

ATTEST:

City Clerk
City of Hemet

By: _____

Dated: _____

CITY OF HEMET

By: _____
Mayor

ATTEST:

City Clerk
City of Jurupa Valley

By: _____

Dated: _____

CITY OF JURUPA VALLEY

By: _____
Mayor

ATTEST:

**City Clerk
City of Lake Elsinore**

By: _____

Dated: _____

CITY OF LAKE ELSINORE

By: _____
Mayor

ATTEST:

**City Clerk
City of Menifee**

By: _____

Dated: _____

CITY OF MENIFEE

By: _____
Mayor

ATTEST:

**City Clerk
City of Moreno Valley**

By: _____

Dated: _____

CITY OF MORENO VALLEY

By: _____
Mayor

ATTEST:

**City Clerk
City of Murrieta**

By: _____

Dated: _____

CITY OF MURRIETA

By: _____
Mayor

ATTEST:

**City Clerk
City of Norco**

By: _____

Dated: _____

CITY OF NORCO

By: _____
Mayor

ATTEST:

**City Clerk
City of Perris**

By: _____

Dated: _____

CITY OF PERRIS

By: _____
Mayor

ATTEST:

**City Clerk
City of Riverside**

By: _____

Dated: _____

CITY OF RIVERSIDE

By: _____
Mayor

ATTEST:

**City Clerk
City of San Jacinto**

By: _____

Dated: _____

CITY OF SAN JACINTO

By: _____
Mayor

ATTEST:

City Clerk
City of Temecula

By: _____

Dated: _____

CITY OF TEMECULA

By: _____
Mayor

ATTEST:

City Clerk
City of Wildomar

By: _____

Dated: _____

CITY OF WILDOMAR

By: _____
Mayor



Western Riverside Council of Governments Executive Committee

Staff Report

Subject: Morongo Band of Mission Indians' Membership in WRCOG

Contact: Rick Bishop, Executive Director, bishop@wrcog.coq.ca.us, (951) 955-8303

Date: July 6, 2015

Requested Actions:

1. Adopt WRCOG Resolution Number 19-15; A Resolution of the Executive Committee of the Western Riverside Council of Governments amending its Bylaws to Recognize the Morongo Band of Mission Indians as voting members.
2. Recommend that each member jurisdiction of the WRCOG subregion execute an Amendment to the Joint Powers Agreement of the Western Riverside Council of Governments to Add the Morongo Band of Mission Indians to the WRCOG Governing Board.
3. Authorize the WRCOG Executive Director to execute a Memorandum of Understanding between the Morongo Band of Mission Indians and the Western Riverside Council of Governments regarding Membership to the Governing Board of WRCOG.
4. Direct staff to continue to reach out to other tribes located in the subregion for purposes of participation in WRCOG.

For several years, WRCOG has discussed including Tribes as WRCOG members. There are six Tribes in the WRCOG subregion. Three are gaming Tribes (Morongo, Pechanga, and Soboba), and three are non-gaming Tribes (Cahuilla, Ramona, and Santa Rosa). Each Tribe's total membership varies from hundreds to thousands, and each reservation varies in geographic size. The attached map shows each Tribe's location in relation to WRCOG's subregion.

WRCOG's Executive Committee has from time to time contemplated adding Tribes, but it was not until a joint retreat of the Executive and the Technical Advisory Committees in 2007 when the issue of Tribal involvement in WRCOG resurfaced. It was at that time that staff was directed to meet with the various Tribes in the subregion. The matter was brought up partly because of the increased working relationships between the Tribes and Riverside County. As a direct result of these conversations, WRCOG staff provided a presentation to the Tribal Relations Task Force at the Torres Martinez Reservation regarding WRCOG, its roles, and responsibilities.

Around the same time, the Executive Committee began to explore expansion to include other agencies in order to create synergies on issues of regional importance. In late 2007 WRCOG began to engage in dialogue and took steps to include the two largest water agencies in Western Riverside County (Eastern and Western Municipal Water Districts) on its Executive Committee. By 2008, both Eastern and Western Water Districts were sitting on the Executive Committee as ex-officio members on a one-year trial basis. In May of 2009, WRCOG admitted both Eastern and Western Municipal Water Districts as voting members on the Executive Committee (no voting rights on TUMF issues).

Following the expansion of WRCOG to include water agencies, the Executive and Technical Advisory Committees met during a retreat in January 2010. At that time a recommendation to include the Riverside

County Superintendent of Schools on the Executive Committee was approved. Later in the year, the Executive Committee brought aboard the Riverside County Superintendent of Schools as an ex-officio member.

During WRCOG's General Assembly in June 2012, Tribal Councilmember Charles Martin approached then WRCOG Chairman Jim Hyatt about adding the Morongo Band of Mission Indians to the Executive Committee of WRCOG. Tribal Councilmember Martin explained that Morongo served on two of the Southern California Association of Government's subcommittees, including the Transportation and Human Development Committees. Tribal Councilmember Martin also indicated that since Morongo served on a larger regional scale, it would make sense to have Morongo join its local regional jurisdiction, WRCOG.

On April 10, 2013, WRCOG's Administration & Finance Committee recommended that the Executive Committee consider adding the Morongo Band of Mission Indians to the Executive Committee as an ex-officio member for a trial period (as had been the case with the water districts and the Superintendent of Schools). On April 16, 2013, the Executive Committee approved the recommendation, and a Memorandum Of Understanding with Morongo was entered into subsequent to the Executive Committee's direction on June 14, 2013. The Morongo Chairman (Robert Martin) has served as the Tribe's representative to WRCOG since that time. Michael Milhiser has served on the WRCOG Technical Advisory Committee.

Recently, Morongo has expressed an interest in participating in WRCOG in the same manner that the two water districts do (full time voting members except on TUMF items). The Administration & Finance Committee discussed membership and, on June 10, 2015, recommended that the Executive Committee approve its request to provide for the Morongo Band of Mission Indians to participate on WRCOG as a full voting member (except on TUMF items). The Administration & Finance Committee also recommended that WRCOG staff continue to reach out to the other tribes in the subregion regarding participation on WRCOG.

Prior WRCOG Actions:

- June 10, 2015:** The WRCOG Administration & Finance Committee directed staff and legal counsel to pursue the issue of full voting membership (with the exception of TUMF Program matters) on WRCOG for the Morongo Band of Mission Indians, and directed staff to continue to reach out to other tribes in the subregion regarding participation on WRCOG.
- June 14, 2013:** The WRCOG Executive Committee directed the WRCOG Executive Director to enter into a Memorandum of Understanding with the Morongo Band of Mission Indians to join WRCOG as an ex-officio, non-voting member.
- April 16, 2013:** The WRCOG Executive Committee approved adding the Morongo Band of Mission Indians as an ex-officio, non-voting member, and continue to extend an invitation to all other Western Riverside County Tribes to join as well.
- March 13, 2013:** The WRCOG Administration & Finance Committee recommended that the WRCOG Executive Committee consider approving the Morongo Band of Mission Indians as a WRCOG ex-officio member.

WRCOG Fiscal Impact:

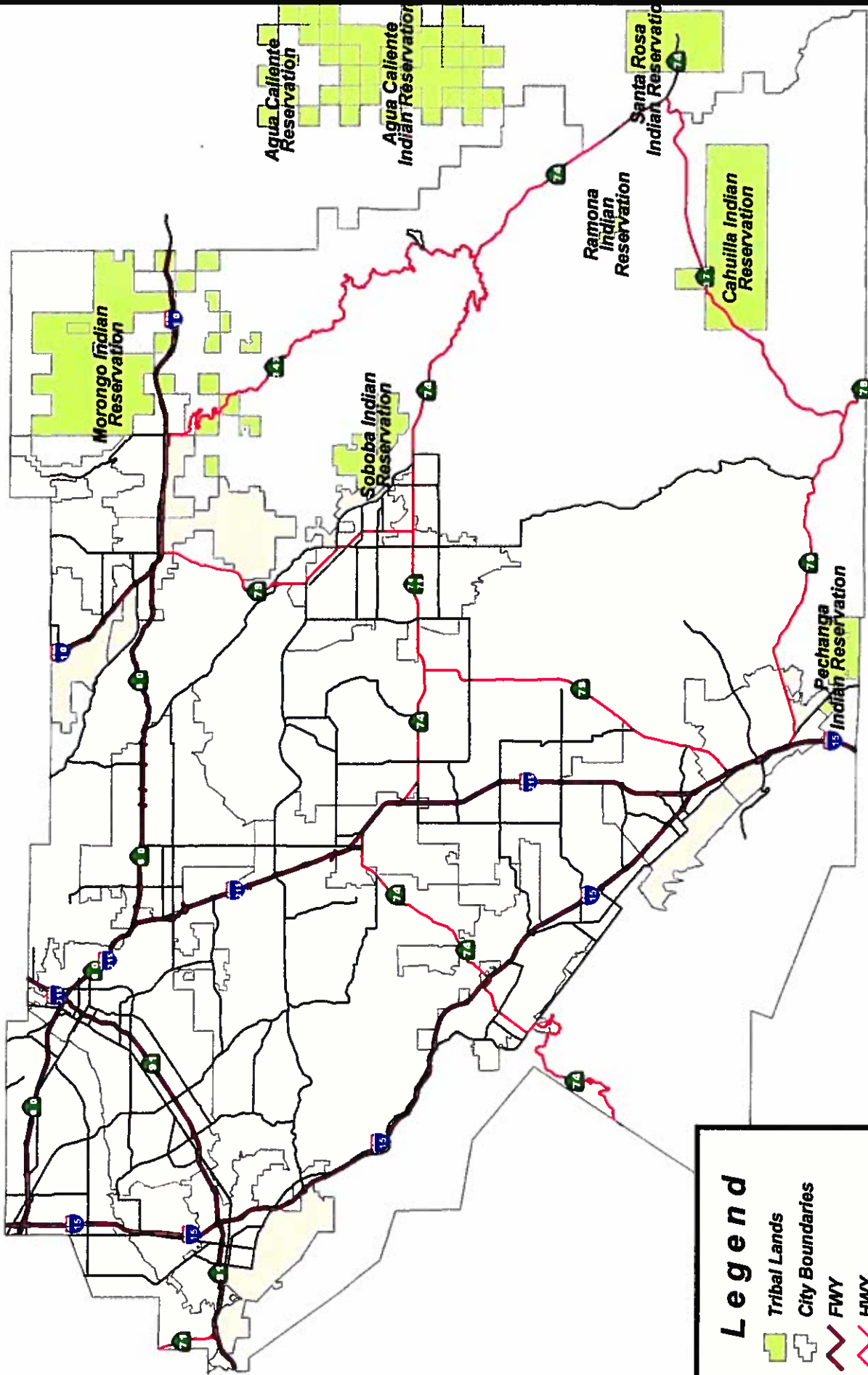
As a full-time member, membership dues would increase to \$17,000.

Attachments:

1. Map of Tribes in Western Riverside County.
2. Memorandum of Understanding between the Morongo Band of Mission Indians and the Western Riverside Council of Governments.
3. Letter Extending MOU by Written Agreement.
4. Amendment to the Joint Powers Agreement of the Western Riverside Council of Governments to Add the Morongo Band of Mission Indians to the WRCOG Governing Board.
5. Memorandum of Understanding between the Morongo Band of Mission Indians and the Western Riverside Council of Governments Regarding Membership to the Governing Board of WRCOG.

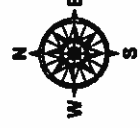
6. **WRCOG Resolution Number 19-15, a Resolution of the Executive Committee of the Western Riverside Council of Governments Amending its Bylaws to recognize the Morongo Band of Mission Indians as Voting Members.**

Tribal Nations



Legend

- Tribal Lands
- City Boundaries
- FWY
- HWY
- Major Arterials
- WRCOG Boundaries



**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
MORONGO BAND OF MISSION INDIANS
AND THE WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
AUTHORIZING THE MORONGO BAND OF MISSION INDIANS'
MEMBERSHIP AS AN EX-OFFICIO, NON-VOTING MEMBER OF WRCOG**

THIS MEMORANDUM OF UNDERSTANDING is made and effective this 4 day of June, 2013, by and between the MORONGO BAND OF MISSION INDIANS ("Morongo") and the WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS ("WRCOG"). Morongo and WRCOG are sometimes collectively referred to as the "PARTIES."

RECITALS

- A. Pursuant to Article III, Section 6, Paragraph H of the By-Laws, the Executive Committee may provide for additional ex-officio, non-voting members for the effective conduct of the business of the organization.
- B. Morongo desires to become an ex-officio, non-voting member of WRCOG.
- C. WRCOG and Morongo believe that by working together Western Riverside County will be better positioned to address challenges of the region.

MUTUAL UNDERSTANDINGS

NOW, THEREFORE, in consideration of the foregoing facts, the PARTIES wish to memorialize by this Memorandum of Understanding, the following mutual understandings:

- 1. **Membership.** Morongo will be an ex-officio, non-voting member of WRCOG.
- 2. **Powers and Limitations of Membership.**
 - A. A representative of Morongo ("Morongo's Representative") may attend meetings of the WRCOG Executive Committee. Morongo may appoint an alternative member in the event of an absence of Morongo's Representative. Morongo shall be an ex-officio, non-voting member of the WRCOG Technical Advisory Committee ("TAC").
 - B. Morongo will be allowed a position at the dais for all meetings.
 - C. As an ex-officio, non-voting member, Morongo's Representative will not have a vote on any matters, but may fully participate in discussions, except as set forth in Section 6.A., below.
 - D. Morongo's Representative may participate in the work of the

committees of the WRCOG.

E. Morongo will have all the powers of an ex-officio, non-voting member of WRCOG, including suggesting agenda items for the Executive Committee and TAC.

3. **Duration of Membership.** Morongo's membership in WRCOG will be one year from the date first hereinabove written. After one year from the date this Memorandum is signed, both PARTIES shall decide: 1) if Morongo shall be provided a vote on the Executive Committee by subsequent agreement and amendment to the JPA to so provide, or 2) if Morongo shall continue the ex-officio arrangement pursuant to this Memorandum of Understanding, in which case this Memorandum of Understanding can be extended by written agreement of WRCOG's Chair and Morongo's Tribal Chairperson.

4. **Membership Dues.** Morongo shall pay membership dues in the amount of \$10,000 per year. Dues shall be paid forty-five (45) days after receipt of an invoice. The dues amount for subsequent years shall be set through the WRCOG budget process.

5. **Termination.** Either party may terminate this Memorandum of Understanding upon sixty (60) days written notice. Upon termination, Morongo shall be entitled to a pro-rate share of dues paid based on time remaining for the fiscal year.

6. **Transportation Uniform Mitigation Fees (TUMF) Provisions.**

A. It is anticipated that Morongo will not participate in discussions regarding TUMF.

B. Morongo has no rights or privileges with respect to TUMF funding. No provision in this Memorandum of Understanding shall be construed to give Morongo a stake in the TUMF portion of WRCOG activities.

7. **Amendment.** This Memorandum of Understanding may be amended in writing by mutual agreement of the PARTIES.

IN WITNESS WHEREOF, the PARTIES have caused this Memorandum of Understanding to be effective as of the day first written above.

MORONGO BAND OF MISSION
INDIANS

By: _____

Name: Robert Martin

Tribal Chairperson

WESTERN RIVERSIDE COUNCIL OF
GOVERNMENTS

By: _____

Name: Jeff Stone

Chair, Executive Committee



Western Riverside Council of Governments

County of Riverside • City of Banning • City of Calimesa • City of Canyon Lake • City of Corona • City of Eastvale • City of Hemet • City of Jurupa Valley
City of Lake Elsinore • City of Menifee • City of Moreno Valley • City of Murrieta • City of Norco • City of Perris • City of Riverside • City of San Jacinto
City of Temecula • City of Wildomar • Eastern Municipal Water District • Western Municipal Water District • Morongo Band of Mission Indians
Riverside County Superintendent of Schools

June 11, 2014

Robert Martin, Tribal Chairperson
Morongo Band of Mission Indians
12700 Pumarra Road
Banning, CA 92220

Subject: Letter Extending MOU by Written Agreement

Dear Mr. Martin:

On June 4, 2013, the MORONGO BAND OF MISSION INDIANS ("Morongo") and the WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS ("WRCOG") entered into a MEMORANDUM OF UNDERSTANDING ("MOU") which set forth the understanding of the parties regarding Morongo's position as an ex-officio, non-voting member of WRCOG in order to help address the challenges of the region.

Pursuant to section 3 of the MOU, Morongo and WRCOG may extend the ex-officio arrangement by written agreement. This letter of extension constitutes Morongo and WRCOG's mutual written agreement to extend the ex-officio arrangement through June 30, 2015, unless earlier terminated as provided in the MOU.

To affirm and agree to the extension of Morongo's position as an ex-officio, non-voting member of WRCOG, as set forth in this letter, please sign and return this letter to WRCOG.

Sincerely,

By:


Jeff Stone
Chair, Executive Committee

Affirmed and Agreed
MORONGO BAND OF MISSION INDIANS

By:


Robert Martin
Tribal Chairperson



Western Riverside Council of Governments

County of Riverside • City of Banning • City of Calimesa • City of Canyon Lake • City of Corona • City of Eastvale • City of Hemet • City of Jurupa Valley
City of Lake Elsinore • City of Menifee • City of Moreno Valley • City of Murrieta • City of Norco • City of Perris • City of Riverside • City of San Jacinto
City of Temecula • City of Wildomar • Eastern Municipal Water District • Western Municipal Water District • Morongo Band of Mission Indians
Riverside County Superintendent of Schools

MEMORANDUM OF UNDERSTANDING BETWEEN THE MORONGO BAND OF MISSION INDIANS AND THE WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS REGARDING MEMBERSHIP TO THE GOVERNING BOARD OF WRCOG

This Memorandum of Understanding ("MOU") is made this 6th day of July 2015, by and between the MORONGO BAND OF MISSION INDIANS ("Morongo") and the WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS ("WRCOG" or "Council"). Morongo and WRCOG are sometimes collectively referred to as the "PARTIES."

RECITALS

WHEREAS, the Amended Joint Powers Agreement between the seventeen cities located within Western Riverside County and the County of Riverside entered into on April 1, 1991 (the "JPA") authorizes Morongo to have membership on the Governing Board of WRCOG; and

WHEREAS, the term of the PARTIES' memorandum of understanding, dated June 4, 2013, authorizing Morongo's membership as an ex-officio, non-voting member of WRCOG, ended on June 30, 2015; and

WHEREAS, Morongo's membership on the General Assembly and Executive Committee (collectively "Governing Board") of WRCOG is conditioned on Morongo entering into this MOU; and

WHEREAS, Morongo desires to have membership on the Governing Board of WRCOG.

MUTUAL UNDERSTANDINGS

NOW, THEREFORE, in consideration of the foregoing facts, the PARTIES wish to memorialize the following mutual understandings:

1. Governing Board Membership. Morongo will become a voting member of the Governing Board of WRCOG and such other committees as directed by the WRCOG Executive Committee effective July 6, 2015. Morongo's membership on the Governing Board of WRCOG and its committees shall be governed by the applicable provisions of the JPA and this MOU.
2. Duration of Membership. Morongo's membership on the Governing Board of WRCOG and its committees shall continue until such time as the JPA is amended to terminate such membership, or until terminated as provided in section 4 below.
3. Membership Dues. Morongo will pay membership dues in the amount of \$17,000 for Fiscal Year 2015/2016. Dues shall be paid within 45 days of receipt of an invoice. The dues amount for subsequent fiscal years shall be set through the WRCOG budget process.

4. Termination. Either party may terminate this MOU upon sixty (60) days written notice. Upon termination, Morongo will be entitled to a pro-rata share of dues paid based on time remaining for the fiscal year. Additionally, termination of this MOU terminates Morongo's membership on the WRCOG Governing Board.

5. Transportation Uniform Mitigation Fees (TUMF) Provisions. This MOU shall not provide Morongo rights with respect to TUMF funding, and Morongo shall not be entitled to vote on TUMF matters.

6. Amendment. This MOU may be amended in writing by mutual agreement of the PARTIES.

7. Hold Harmless and Indemnity. The Hold Harmless and Indemnity provisions of the JPA shall apply to Morongo's participation in WRCOG.

8. Government Code Section 6502. Nothing in this MOU shall be construed to make Morongo a contracting party of the JPA or WRCOG under Government Code section 6502.

9. Effective Date. This MOU shall become effective upon the effective date of the "Amendment to the Joint Powers Agreement of the Western Riverside Council of Governments to Add the Morongo Band of Mission Indians to the WRCOG Governing Board."

IN WITNESS WHEREOF, the PARTIES have caused this MOU to be executed and attested by their officers thereunto duly authorized as of the date first written above.

MORONGO BAND OF MISSION INDIANS

WESTERN RIVERSIDE COUNCIL
OF GOVERNMENTS

By: _____
Robert Martin
Tribal Chairman

By: _____
Brian Tisdale
Executive Committee Chairman

APPROVED AS TO FORM

By: _____
General Counsel
Best Best & Krieger, LLP



Western Riverside Council of Governments

County of Riverside • City of Banning • City of Calimesa • City of Canyon Lake • City of Corona • City of Eastvale • City of Hemet • City of Jurupa Valley
City of Lake Elsinore • City of Menifee • City of Moreno Valley • City of Murrieta • City of Norco • City of Perris • City of Riverside • City of San Jacinto
City of Temecula • City of Wildomar • Eastern Municipal Water District • Western Municipal Water District • Morongo Band of Mission Indians
Riverside County Superintendent of Schools

RESOLUTION NUMBER 19-15

A RESOLUTION OF THE EXECUTIVE COMMITTEE OF THE WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS AMENDING ITS BY-LAWS TO RECOGNIZE THE MORONGO BAND OF MISSION INDIANS AS A VOTING MEMBER

WHEREAS, the Western Riverside Council of Governments ("WRCOG") is a joint powers authority consisting of the County of Riverside and seventeen cities situated in Western Riverside County; and

WHEREAS, pursuant to Section 2.4.2 of the Joint Powers Agreement of WRCOG ("Agreement"), the WRCOG Executive Committee ("Committee") is authorized to exercise the powers of the Agreement between sessions of the General Assembly; and

WHEREAS, Section 2.4.1 of the Agreement includes the power to amend WRCOG's By-laws ("By-laws"); and

WHEREAS, the Committee desires to amend the By-laws to recognize the Morongo Band of Mission Indians as a voting member; and

NOW, THEREFORE, BE IT RESOLVED the Executive Committee of the Western Riverside Council of Governments does hereby amend its By-laws as follows:

Section 1: Article III, Section 1 of the By-laws is hereby amended to read as follows:

The Executive Committee will be composed of the Mayor from each of the member cities, four members of the Riverside County Board of Supervisors, the President of each water district, and the Tribal Chairman of the Morongo Band of Mission Indians; the remaining member of the Board of Supervisors shall serve as an alternate, except any City Council, at its discretion, can appoint a Mayor Pro Tem or other City Council member in place of the Mayor, and each water district board, at its discretion, can appoint another Board member in place of the President, and the Tribal Council of the Morongo Band of Mission Indians, at its discretion, can appoint another Tribal Council member in place of the Tribal Chairman.

Section 2: Article III, Section 5 of the By-laws is hereby amended to read as follows:

Each member city present shall have one vote in the Executive Committee, each County Supervisor present shall have one vote, each member water district present shall have one vote, and the representative of the Morongo Band of Mission Indians present shall have one vote. Only authorized members present or designated alternates acting when the regular member is absent may vote.

Section 3: Article IV, Section 1, Subsection C of the By-laws is hereby amended to read as follows:

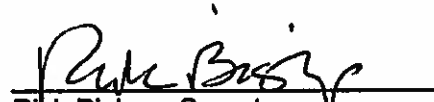
C. Membership. The TAC is comprised of an Executive from the County of Riverside, the City Manager from each of WRCOG's member cities, the General Manager from each of WRCOG's member water districts, and the Chief Administrative Officer from the Morongo Band of Mission Indians. A City Manager, Water District General Manager, and Chief Administrative Officer of the Morongo Band of Mission Indians may appoint an alternate who is a department head of the agency.

Section 4: This Resolution shall become effective upon the effective dates of the "Amendment to the Joint Powers Agreement of the Western Riverside Council of Governments to Add the Morongo Band of Mission Indians to the WRCOG Governing Board" and the "Memorandum of Understanding Between the Morongo Band of Mission Indians and the Western Riverside Council of Governments Regarding Membership to the Governing Board of WRCOG."

PASSED AND ADOPTED at a Meeting of the Executive Committee of the Western Riverside Council of Governments held this 6th day of July, 2015.

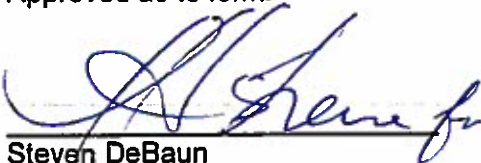


Brian Tisdale, Chair
WRCOG Executive Committee



Rick Bishop, Secretary
WRCOG Executive Committee

Approved as to form:



Steven DeBaun
WRCOG Legal Counsel

AYES: 18 NOES: 1 ABSENT: 4 ABSTAIN: 0

**CITY COUNCIL
AGENDA SUBMITTAL**

Meeting Date: January 26, 2016

SUBJECT: Assumption of SCE powerline agreement from Howard Industrial Partners

REQUESTED ACTION: Authorize the City Manager to sign an agreement in which the City becomes the applicant for the powerline undergrounding project at 4120 Indian Avenue.

CONTACT: Ron Carr, Assistant City Manager

BACKGROUND/DISCUSSION:

As part of the development of the Markham Street Commercial Building at 4120 Indian Avenue (Oakmont Ind. II), Howard Industrial Partners has been conditioned by Southern California Edison to relocate overhead powerlines and place them underground. To facilitate this work, the developer has requested that the City of Perris enter into an agreement with Southern California Edison under which the City becomes the applicant for this project. The developer will continue to cover all costs of the project and has agreed to indemnify the City against any and all claims arising from this agreement.

BUDGET (or FISCAL) IMPACT:

No cost to the City.

Reviewed by:

City Attorney
Assistant City Manager

Consent

Attachments: SCE Agreement
Howard Industrial Indemnification Letter



SOUTHERN CALIFORNIA
EDISON

An EDISON INTERNATIONAL Company

Customer/Project Information Sheet

Date Received by SCE: _____

Individual or Business Name: City of Perris <small>(Customer / Developer – Tract DBA or LLC)</small>		
Address: 101 N. D Street		Email Address: rbelmudez@cityofperris.org
City: Perris	State: CA	Zip Code: 92570
Attn: Richard Belmudez		Phone No: (951) 943-6100
Legal Contact: Richard Belmudez <small>(Individual responsible for signing contracts, paying fees and receiving potential refunds)</small>		Phone No: (951) 943-6100
Address: 101 N. D Street		Email Address: rbelmudez@cityofperris.org
City: Perris	State: CA	Zip Code: 92570
Primary Field / Site Superintendent / Job Contact: Tim Howard		
Relationship to Project: Authorized Agent		Phone No: (714) 272-5318
E-mail Address: thoward@hipre.net		FAX No: (714) 685-1500
Project Address:		
City: Perris		State: CA Zip Code:
TG Map # or GPS	Major Cross Street: Indian Avenue and Markham	

Detailed Project Information

Residential: <input type="checkbox"/>	Commercial: <input type="checkbox"/>	Industrial: <input checked="" type="checkbox"/>	Agricultural: <input type="checkbox"/>
Overhead: <input type="checkbox"/>	Underground: <input checked="" type="checkbox"/>	Tract:	Lot(s):
Is this project subject to Buy America Compliance? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Temporary Service Required: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			
Approximate start work date for SCE crews: 2/1/16		Your Construction Start Date: 5/1/14	
Approximate date you would like the job completed and energized: 3/1/16			
Scope of Project: New Rule 20 on Indian Avenue (from Ramona to Markham) and on Markham (from Indian Avenue to Brennan)			
Solar or Generation Equipment to be installed (if yes, please attach additional descriptions/specifications): <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Electric Vehicle: <input type="checkbox"/> Charge Station <input type="checkbox"/> Plug-In Electric Vehicle (PEV)			
Panel Size (amps):		Service Voltage/Phase:	
Total Tons of A/C:	Total # of A/C Units:	Largest A/C Unit (tons):	
Total HP of Pumps:	Total # of Pump Units:	Largest Pump (HP):	
Installing Gas or Electric:	Heater:	Water Heater:	Range:
Square Footage of Buildings (if multiple buildings give all footages): <small>Homes over 5000 sq ft larger lots require a Load Schedule. Please contact your electrician for assistance.</small>			



Company
Applicant Name
Address
City, State, Zip

SUBJECT: SCE'S FORM - CONFIRMATION OF AUTHORIZED AGENT TO ACT ON BEHALF OF APPLICANT FOR DISTRIBUTION AND JOINT RELOCATION PROJECTS

By executing the following form, "Confirmation of Authorized Agent to Act on Behalf of Applicant for Distribution and Joint¹ Relocation Projects" (the "Form"), the Applicant² of Southern California Edison ("SCE") confirms the authorization of a designated third-party authorized agent ("Authorized Agent") to act on the Applicant's behalf to acquire work order project information from SCE or to execute new SCE forms and other SCE documents as designated in the Form. The Form is designed to simplify the authorization process and protect the privacy rights of the Applicant.

APPLICANT/AUTHORIZED AGENT INFORMATION

- The Form shall be completed and signed by a representative in the Applicant's organization who has the authority to legally bind the Applicant (*e.g.*, an executive officer of a corporation, the City Manager of a municipality, etc.).
- The Form shall be completed and signed by a representative in the Authorized Agent's organization who has the authority to legally bind the organization (*e.g.*, an executive officer of a corporation).
- List all the acts and functions (page 2) for all project(s) designated (page 5) for which the Authorized Agent is authorized to act upon on behalf of the Applicant. This authorization is in effect until the date indicated (page 3) or for the duration of the project(s) identified, whichever is earlier.
- The Applicant must immediately notify SCE in writing of any modification of the Authorized Agent's authority by submitting a new Form. In the event that multiple Forms are on file, the most recently executed Form will supersede any and all previously signed Forms.
- Fully executed original Forms shall be provided to the SCE Planner, Project Manager, or Distribution Construction Contract Management. The Applicant may photocopy the Form for the Applicant's records.

Thank you,

SOUTHERN CALIFORNIA EDISON

¹ Include Transmission and Distribution or Communication

² An Applicant is a person or agency requesting SCE to deliver/supply electric service.

Issue date: March 2012

**CONFIRMATION OF AUTHORIZED AGENT TO ACT ON BEHALF OF APPLICANT
FOR DISTRIBUTION AND JOINT RELOCATION PROJECTS**

**THIS IS A LEGALLY BINDING CONTRACT - READ IT CAREFULLY
(Please Print or Type)**

I, RICHARD BELMUDEZ, CITY MANAGER
APPLICANT'S REPRESENTATIVE NAME AND TITLE

of THE CITY OF PERRIS, CALIFORNIA
APPLICANT

have the following mailing address:

101 NORTH D STREET PERRIS CA 92570
APPLICANT'S MAILING ADDRESS CITY STATE ZIP

do hereby appoint

TIM HOWARD, PARTNER
AUTHORIZED AGENT'S NAME AND TITLE

of HOWARD INDUSTRIAL PARTNERS
AUTHORIZED AGENT

located at the following mailing address:

155 N. RIVERVIEW DRIVE ANAHEIM HILLS CA 92808
AUTHORIZED AGENT'S MAILING ADDRESS CITY STATE ZIP

to act as Applicant's Authorized Agent for the 1 project(s) as listed on the attached 1 sheet(s).

I, Applicant, also hereby confirm that the above Authorized Agent is authorized to act on my behalf to perform the following acts and functions (initial all applicable) as specified below:

- | | | | |
|-------------------------------------|--|-------|---|
| <input checked="" type="checkbox"/> | Represent applicant at all project meetings | _____ | Sign Indemnity Letter |
| _____ | Sign and apply for Temporary Service | _____ | Sign Preliminary Design and Engineering Agreement, Form 14-238 |
| _____ | Sign Assignment of contract for Extension of Lines or Installation of Electric Facilities, Form C-200 | _____ | Sign Added Facilities Agreements, Forms 16-308 and 16-309 |
| _____ | Sign Applicant Design Option Letter | _____ | Sign Rule 20 Contract (Form CSD-156-1, 2, 3, or 4) |
| _____ | Sign Terms and Conditions Agreement for Installation of Line Extension by Applicant, Form 14-188 | _____ | Obtain Distribution Project Accounting Information from Distribution Construction Contract Management |
| _____ | Request Facility Relocation (if applicable) | _____ | Facilitate plans & contracts |
| _____ | Sign and approve preliminary and final project design | _____ | Sign Contract for Extension of Electric Distribution Line, Rule No. 15, Form 16-330 |
| _____ | Sign Distribution Line Extension Competitive Bidding - Letter of Understanding, Form 14-189 | _____ | Sign Contract for Extension of Electric Distribution Line, Rule No. 15, Installation by Applicant, Form 16-331 |
| _____ | Sign Distribution Line and/or Service Extension - Applicant's Installation Option and Statement of Applicant's Contract Anticipated Costs, Form 14-754 | _____ | Sign Rule 15 Refundable/Discount Option Estimate, Extension of Electric Distribution Line - Installation by Applicant - Appendix A, Form 14-761 |
| _____ | Sign Project Cost Estimate Letter | _____ | Sign MOU or Letter Agreements |

I, Applicant's Representative, declare under penalty of perjury under the laws of the State of California that I am authorized to execute this document on behalf of the Applicant listed on this Form and that I have authority to financially bind the Applicant. I further certify that the Authorized Agent has authority to act on the Applicant's behalf, request the release of information and perform the specific acts and functions as indicated on this Form.

I, Applicant, hereby release, hold harmless, and indemnify SCE from any liability, claims, demands, causes of action, damages, or expenses resulting from unauthorized use of this information by the Authorized Agent. I understand SCE reserves the right to verify any authorization request submitted before releasing information. This authorization is in effect until _____ or for the duration of the project(s), whichever is earlier. I understand that I may cancel this authorization at any time by submitting a written request. I understand my signature must be notarized for SCE to release any information or perform any services on my behalf.

I, Applicant, understand that I am not fully releasing my rights to review documentation related to my project(s) or to communicate with representatives of SCE regarding my project(s) under this Agreement. As such I may (1) choose to request that all information (contracts, billing, etc.) be handled directly by my Authorized Agent and that I only be contacted should a problem occur that requires my immediate attention; or (2) request to receive all information (contracts, billing, etc.) and communication in addition to that information being sent to my Authorized Agent. I have chosen to do one of the following by placing my initials behind one of the Option selections below:

Option 1: _____

Option 2: _____ (Documentation from Distribution Construction Contract Management and Non-Energy Billing are excluded)

I understand that the Authorized Agent may contractually bind the Applicant.

Applicant's Representative Signature

(951) 943-6100

Telephone Number

Print Name and Title: RICHARD BELMUDEZ, CITY MANAGER

Date: _____

I, Authorized Agent's Representative, have the authority to financially bind the Authorized Agent. I, Authorized Agent, hereby release, hold harmless, and indemnify SCE from any liability, claims, demand, causes of action, damages, or expenses resulting from unauthorized use of the Applicant's information obtained pursuant to this authorization and from the taking of any action pursuant to this authorization.

Authorized Agent's Representative Signature

(714) 272-5318

Telephone Number

Print Name and Title: TIM HOWARD, PARTNER

Date: _____

NOTARY REQUIRED:

STATE OF _____
COUNTY OF _____

On _____ [date] before me, _____ [name and title of officer taking acknowledgment], personally appeared _____ [names of persons signing Form], who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of _____ that the foregoing is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

PROJECTS INCLUDED IN THIS AUTHORIZATION:

1.	<u>NEW RULE 20 WORK ON INDIAN AVENUE AND MARKHAM ST.</u>		<u>PERRIS</u>
	SCE PRODUCT/PROJECT#	TRACT # (S) AND PHASE(S)	LOCATION
2.			
	SCE PRODUCT/PROJECT#	TRACT # (S) AND PHASE(S)	LOCATION
3.			
	SCE PRODUCT/PROJECT#	TRACT # (S) AND PHASE(S)	LOCATION
4.			
	SCE PRODUCT/PROJECT#	TRACT # (S) AND PHASE(S)	LOCATION
5.			
	SCE PRODUCT/PROJECT#	TRACT # (S) AND PHASE(S)	LOCATION
6.			
	SCE PRODUCT/PROJECT#	TRACT # (S) AND PHASE(S)	LOCATION
7.			
	SCE PRODUCT/PROJECT#	TRACT # (S) AND PHASE(S)	LOCATION
8.			
	SCE PRODUCT/PROJECT#	TRACT # (S) AND PHASE(S)	LOCATION
9.			
	SCE PRODUCT/PROJECT#	TRACT # (S) AND PHASE(S)	LOCATION
10.			
	SCE PRODUCT/PROJECT#	TRACT # (S) AND PHASE(S)	LOCATION
11.			
	SCE PRODUCT/PROJECT#	TRACT # (S) AND PHASE(S)	LOCATION
12.			
	SCE PRODUCT/PROJECT#	TRACT # (S) AND PHASE(S)	LOCATION
13.			
	SCE PRODUCT/PROJECT#	TRACT # (S) AND PHASE(S)	LOCATION
14.			
	SCE PRODUCT/PROJECT#	TRACT # (S) AND PHASE(S)	LOCATION
15.			
	SCE PRODUCT/PROJECT#	TRACT # (S) AND PHASE(S)	LOCATION
16.			
	SCE PRODUCT/PROJECT#	TRACT # (S) AND PHASE(S)	LOCATION
17.			
	SCE PRODUCT/PROJECT #	TRACT # (S) AND PHASE(S)	LOCATION

Page _____ of _____ of projects included in this authorization

Applicant's Initials _____ Date _____

³ Where available, as the Product/Joint Relocation Project number may not have been assigned at this point
Issue date: March 2012



January 5, 2016

Mr. Ron Carr
Assistant City Manager
City of Perris
101 North D Street
Perris, CA 92570

RE: Edison Reimbursement Agreement

Dear Ron,

We appreciate the accommodation that the City is making in order to facilitate the payment to Edison for the undergrounding of the SCE Rule 20 power lines. As you know, these lines represent critical infrastructure for the businesses located south of Ramona Expressway. It is my understanding that you will be seeking Council approval to act as our intermediary at the second council meeting in January.

As consideration for this accommodation, the City has requested a one time \$10,000.00 fee and requested that we reaffirm our commitment to hold the City harmless and provide them with an indemnification relating to any and all work associated with the aforementioned scope.

To that end, please let this letter serve as affirmation that the undersigned hereby indemnifies and saves harmless the City of Perris from and against any and all claims, demands, actions, suits, losses, costs, charges, expenses, damages and liabilities whatsoever which the City may pay, sustain, suffer or incur by reason of or in connection with the SCE Rule 20 power undergrounding, including, without limiting the generality of the foregoing, all costs and expenses (including legal expenses) incurred in connection with any such loss or damage.

Best Regards,
ORE Industrial LLC.

Timothy J. Howard
Manager

TJH:mm

**CITY COUNCIL
AGENDA SUBMITTAL**

Meeting Date: January 26, 2016

SUBJECT: CalRecycle Beverage Container Recycling City Payment Program Resolution.

REQUESTED ACTION: City Council adopt Resolution Number (next in order) authorizing the submittal of applications for CalRecycle Payment Programs and Related Authorizations.

CONTACT: Ron Carr, Assistant City Manager



BACKGROUND/DISCUSSION:

Beginning with the fiscal year 2015-16 funding cycle, CalRecycle is requiring all jurisdictions to provide a resolution for the Beverage Container Recycling City/County Payment Program.

Pursuant to Public Resources Code section 48000 et seq. the Department of Resources Recycling and Recovery (CalRecycle) has established various payment programs to make payments to qualifying jurisdictions and is required to establish procedures governing the administration of the payment programs. Procedures for administering payment programs require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of the payment programs.

BUDGET (or FISCAL) IMPACT:

The City receives approximately \$20,000 per year under this program.

Reviewed by:

City Attorney
Assistant City Manager 

Consent

Attached: Resolution

RESOLUTION NUMBER (Next in Order)

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA,
AUTHORIZING SUBMITTAL OF APPLICATION FOR
CALRECYCLE PAYMENT PROGRAMS AND RELATED
AUTHORIZATIONS**

WHEREAS, pursuant to Public Resources Code section 48000 et seq. the Department of Resources Recycling and Recovery (CalRecycle) has established various payment programs to make payments to qualifying jurisdictions; and

WHEREAS, in furtherance of this authority CalRecycle is required to establish procedures governing the administration of the payment programs; and

WHEREAS, CalRecycle's procedures for administering payment programs require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of the payment program.

NOW, THEREFORE, BE IT RESOLVED that the City of Perris is authorized to submit an application to CalRecycle for any and all payment programs offered; and

BE IT FURTHER RESOLVED that the City Manager, or his/her designee, is hereby authorized as Signature Authority to execute all documents necessary to implement and secure payment; and

BE IT FURTHER RESOLVED that this authorization is effective until rescinded by the Signature Authority or this Governing Body.

ADOPTED, SIGNED and APPROVED this 26th day of January, 2016.

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 thereof held the 26th day of January, 2016, and that it was so adopted by the following called vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

City Clerk, Nancy Salazar

CITY COUNCIL
AGENDA SUBMITTAL

Meeting Date: January 26, 2016

SUBJECT: CDBG Project Management Services

REQUESTED ACTION: That the City Council approve a professional contract services agreement with Pacific Code Compliance for Community Development Block Grant Program Assistance

CONTACT: Darren Madkin, Deputy City Manager *DM*

BACKGROUND:

In 2009 staff retained the services of Pacific Code Compliance (PCC) to provide technical assistance to the Housing Division in support of the Downtown Mercado Apartments, preparation of a HOME program application, and technical assistance with housing programs including the First Time homebuyers program, Substantial Rehabilitation program, and the Foreclosure Acquisition program and CDBG programs.

PCC has assisted the City prepare for monitoring visits from U.S. Department of Housing and Urban Development staff, and with the coordination of the City's CDBG program. Under the proposed contract services agreement PCC will provide the following services:

- **Coordination and Monitoring of the Consolidated Plan/Annual Action Plan –** PCC will meet with City staff to implement the City's current CDBG program; assist staff with the preparation of City Council reports for adoption and approval of CDBG funded programs; review payment requests to insure compliance with HUD guidelines.
- **Staff Training**
PCC will provide training and phone support for City staff on HUD funded projects.
- **Program Forms and Manuals**
PCC staff will customize all necessary forms and documents such as program manuals, recordable instruments, marketing brochures and third party forms based on need as required by the City.

The estimated total cost for the proposed scope of work by PCC is \$58,000 which equates to \$29,000 per year. Staff recommends that the City Council approve the attached professional contract services agreement in an amount not to exceed \$58,000.

BUDGET (or FISCAL) IMPACT:

There is sufficient funding in the Fiscal Year 2015-2016 and 2016-2017 CDBG administration budget for the agreement listed above.

Prepared by: Sara Cortés de Pavón, Grants Manager *SP*
Reviewed by: Ron Carr, Assistant City Manager *RC*
Reviewed by: Sabrina Chavez, Assistant Director of Community Services and Housing *SC*
Consent: XX
Public Hearing:
Business Item:

**CITY OF PERRIS
CONTRACT SERVICES AGREEMENT FOR
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM ASSISTANCE**

This Contract Services Agreement ("Agreement"), is made and entered into this 26th day of January, 2016, by and between the City of Perris, a municipal corporation ("City"), and Pacific Code Compliance, ("Consultant"). The term Consultant includes professionals performing in a consulting capacity. The parties hereto agree as follows:

1.0 SERVICES OF CONSULTANT

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

1.2 Consultant's Proposal. The Scope of Services shall include the Consultant's proposal or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 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 having jurisdiction.

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

1.5 Familiarity with Work. By executing this Agreement, Consultant warrants that Consultant (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the work and services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement.

1.6 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to five percent (5%) of the Contract Sum or

\$25,000, whichever is less, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively must be approved by the City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor.

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

1.8 Environmental Laws. Consultant shall comply with all applicable environmental laws, ordinances, codes and regulations of Federal, State, and local governments. Consultant shall also comply with all applicable mandatory standards and policies relating to energy efficiency.

2.0 COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as *Exhibit "C"* and incorporated herein by this reference, but not exceeding the maximum contract amount of Fifty Eight Thousand dollars (\$58,000) ("Contract Sum"), except as provided in Section 1.6. The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment in accordance with the percentage of completion of the services, (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation. Compensation may include reimbursement for actual and necessary expenditures approved by the Contract Officer in advance if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City.

Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

2.2 Method of Payment. Unless some other method of payment is specified in the Schedule of Compensation, in any month in which Consultant wishes to receive payment, no later than the first (1st) working day of such month, Consultant shall submit to the City, in a form approved by the City's Director of Finance, an invoice for services rendered prior to the date of the invoice. Except as provided in Section 7.2, City shall pay Consultant for all expenses stated

thereon which are approved by City pursuant to this Agreement generally within thirty (30) days, and no later than forty-five (45) days, from the submission of an invoice in an approved form.

2.3 Availability of Funds. It is mutually understood between the parties that this Agreement is valid and enforceable only if sufficient funds are made available by the City Council of the City for the purposes of this Agreement. The availability of funding is affected by matters outside the City's control, including other governmental entities. Accordingly, the City has the option to void the whole Agreement or to amend the Agreement to reflect unanticipated reduction in funding for any reason.

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

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

3.4 Term. Unless earlier terminated in accordance with Section 7.4 below, this Agreement shall continue in full force and effect until completion of the services no later than June 30, 2017.

4.0 COORDINATION OF WORK

4.1 Representative of Consultant. Dave Martinez is hereby designated as being the representative of Consultant authorized to act on its behalf with respect to the work or services specified herein and to make all decisions in connection therewith.

It is expressly understood that the experience, knowledge, capability and reputation of the representative was a substantial inducement for City to enter into this Agreement. Therefore, the

representative shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the representative may not be replaced nor may his responsibilities be substantially reduced by Consultant without the express written approval of City.

4.2 Contract Officer. The City's City Manager is hereby designated as the representative of the City authorized to act in its behalf with respect to the work and services and to make all decisions in connection therewith ("Contract Officer"). It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the Contract Officer. The City may designate another Contract Officer by providing written notice to Consultant.

4.3 Prohibition Against Subcontracting or Assignment. The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred or assigned without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant taking all transfers into account on a cumulative basis. A prohibited transfer or assignment shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

4.4 Independent Contractor. Neither the City nor any of its employees shall have any control over the manner or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. Consultant 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. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

5.0 INSURANCE AND INDEMNIFICATION

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

(a) Commercial General Liability Insurance. A policy of commercial general liability insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01, with an edition date prior to 2004, or the exact equivalent. Coverage for an additional insured shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits. 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.

(b) Workers' Compensation Insurance. A policy of workers' compensation insurance on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000.00 per accident for all covered losses.

(c) Automotive Insurance. A policy of comprehensive automobile liability insurance written on a per occurrence basis in an amount not less than \$1,000,000.00 per accident, combined single limit. Said policy shall include coverage for owned, non owned, leased and hired cars.

(d) Professional Liability or Error and Omissions Insurance. A policy of general liability insurance in an amount not less than \$1,000,000.00 per claim with respect to loss arising from the actions of Consultant performing professional services hereunder on behalf of the City.

All of the above policies of insurance shall be primary insurance. The general liability policy shall name the City, its officers, employees and agents ("City Parties") as additional insureds and shall waive all rights of subrogation and contribution it may have against the City and the City's Parties and their respective insurers. All of said policies of insurance shall provide that said insurance may be not cancelled without providing thirty (30) days prior written notice by registered mail to the City. In the event any of said policies of insurance are cancelled or amended, Consultant shall, prior to the cancellation or amendment date, submit new evidence of insurance in conformance with this Section 4.1 to the Contract Officer. No work or services under this Agreement shall commence until Consultant has provided City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by City.

Consultant agrees that the provisions of this Section 4.1 shall not be construed as limiting in any way the extent to which Consultant may be held responsible for the payment of damages to any persons or property resulting from Consultant's activities or the activities of any person or persons for which Consultant is otherwise responsible.

The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City due to unique circumstances.

In the event that the Consultant is authorized to subcontract any portion of the work or services provided pursuant to this Agreement, the contract between the Consultant and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Consultant is required to maintain pursuant to this Section 4.1.

5.2 Indemnification.

(a) Indemnity for Professional Liability. When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless City and the City's Parties from and against any and all losses, liabilities, damages, costs and expenses, including attorneys' fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees of subcontractors (or any entity or individual for which Consultant shall bear legal liability) in the performance of professional services under this Agreement.

(b) Indemnity for Other Than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless City and City's Parties from and against any liability (including liability for claims, suits, actions, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, defense costs and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.

6.0 RECORDS AND REPORTS

6.1 Reports. Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require.

6.2 Records. Consultant shall keep, and require subcontractors to keep, such books and records as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required.

6.3 Ownership of Documents. All drawings, specifications, reports, records, documents and other materials prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of such documents and materials. Consultant may retain

copies of such documents for its own use and Consultant shall have an unrestricted right to use the concepts embodied therein. Any use of such completed documents by City for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant and the City shall indemnify the Consultant for all damages resulting therefrom. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom.

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 Consultant agrees to submit to the personal jurisdiction of such court in the event of such action.

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

7.3 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.

7.4 Termination Prior to Expiration of Term. Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to the other party. Upon receipt of any notice of termination, Consultant shall immediately cease all work or services hereunder except such as may be specifically approved by the Contract Officer. Consultant shall be entitled to compensation for the reasonable value of the work product actually produced 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 and City shall be entitled to reimbursement for any compensation paid in excess of the services rendered.

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

7.6 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, shall be entitled to reasonable attorneys' fees, whether or not the matter proceeds to judgment, and to all other reasonable costs for investigating such action, taking depositions and discovery, including all other necessary costs the court allows which are incurred in such litigation.

8.0 CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

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

8.2 Conflict of Interest; City. No officer or employee of the City shall have any financial interest in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects his financial interest or the financial interest of any corporation, partnership or association in which he is interested, in violation of any State statute or regulation.

8.3 Conflict of Interest; Consultant. Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement. Consultant shall comply with all conflict of interest laws and regulations including, without limitation, City's Conflict of Interest Code which is on file in the City Clerk's office. Accordingly, should the City Manager determine that Consultant will be performing a specialized or general service for the City and there is substantial likelihood that the Consultant's work product will be presented, either written or orally, for the purpose of influencing a governmental decision, the Consultant and its officers, agents or employees, as applicable, shall be subject to the City's Conflict of Interest Code.

8.4 Covenant Against Discrimination. Consultant covenants that, by and for itself, its 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 the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin or ancestry.

9.0 MISCELLANEOUS PROVISIONS

9.1 Notice. Any notice or other communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer, City of Perris, 101 North "D" Street, Perris, CA 92570, and in the case of the Consultant, to the person at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

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

9.3 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, 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 an instrument in writing signed by both parties.

9.4 Severability. Should a portion of this Agreement be declared invalid or unenforceable by a judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.5 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.

[SIGNATURES ON NEXT PAGE]

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

ATTEST: "CITY"
CITY OF PERRIS

By: _____
Nancy Salazar, City Clerk

By: _____
Daryl R. Busch, Mayor

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Eric L. Dunn, City Attorney

"CONSULTANT"
Pacific Code Compliance

By: _____
Signature

Print Name and Title

By: _____
Signature

Print Name and Title

(Corporations require two signatures; *one from each* of the following: A. Chairman of Board, President, any Vice President; *AND B.* Secretary, Assistant Secretary, Treasurer, Assistant Treasurer, or Chief Financial Officer.)

[END OF SIGNATURES]

EXHIBIT "A"
SCOPE OF SERVICES

[Insert or Attach]

SEE ATTACHED PROPOSAL

EXHIBIT "B"

SPECIAL REQUIREMENTS

[Insert or Attach]

SEE ATTACHED PROPOSAL

EXHIBIT "C"

SCHEDULE OF COMPENSATION

[Insert or Attach]

City agrees to compensate Consultant for the services outlined in Exhibit "A" not to exceed the contract sum of \$58,000.00. Consultant shall be paid within thirty (30) days after City's receipt and approval of an invoice submitted by Consultant. Such invoice shall be in a form approved by the City Manager and shall include details as to the number of hours worked and the services performed. Consultant shall be paid for actual work completed on the project.

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

[Insert or Attach]

CITY COUNCIL
AGENDA SUBMITTAL

Meeting Date: January 26, 2016

SUBJECT: Award of a Project Management Services Contract with The AFB Group, Inc.

REQUESTED ACTION: That the City Council approve an extension of the professional services contract with The AFB Group, Inc. for Professional Project Management Services

CONTACT: Darren Madkin, Deputy City Manager 

BACKGROUND:

For the past 9 years, The AFB Group, Inc. (AFB) has provided project management services in support of the Community Services Department parks capital improvement program. The AFB Group is a private corporation specializing in project management and plan review. The firm's principal in charge is a civil engineer licensed in the states of California and Washington, and has over 20 years of municipal experience managing all aspects of public projects. AFB specifically managed the following projects:

- Bob Long Park Renovation – Design
- Mercado Park Improvements - Design
- Patriot Park parking lot – Design/Construction
- Senior Center Renovations - Design
- Frank Eaton Park Tot-lot resurfacing/Picnic shelter – Design
- Morgan Park Phase II – Design
- MWD Linear Park - Design

Future projects include:


- Enchanted Heights Park
- Patriot Park Restroom Building
- Perris Valley Storm Drain Trail
- San Jacinto River Trail
- MWD Linear Park (West)

The estimated total cost for completion of the five projects managed by AFB is \$73,350. Staff recommends that the City Council approve a professional services agreement in an amount not to exceed \$74,000.

BUDGET (or FISCAL) IMPACT:

The recommended contract is sufficiently budgeted in the Fiscal Years 2015-2017 Capital Improvement Project budget for each project listed above.

Reviewed by:

Assistant City Manager 

Attachment(s): Proposal from The AFB Group
Consent: X

January 31, 2016

City of Perris
Attn: Mr. Darren Madkin, Deputy City Manager
101 North "D" Street
Perris, CA 92570-1998

Re: Proposal for Project Management Services

Dear Mr. Madkin:

AFB Group is pleased to submit this proposal to the City of Perris for Project Management Services to complete the following projects. Attached, we have provided a cost estimate based on our understanding of the tasks required to complete these projects and to help the City to determine the required budget.

Enchanted Heights Park, to provide project management services to monitor the progress of the hired consultants for identifying/purchasing a parcel suitable for a park construction and to complete the conceptual and final design and to prepare a complete set of bid documents for construction of such park and it's amenities. The construction advertising and award is not considered at this time, but can be added at the city's discretion.

Senior Center Improvements, to provide project management services to hire architects and consultants to finalize an existing conceptual design for the improvements to the existing Senior Center. The preparation of the bid documents for construction and management services for advertising and award is not considered at this time, but can be added at the city's discretion.

Patriot Park BLDG, to provide project management services to award the design of the project for construction of the boxing facilities and other amenities. Prepare bid package, advertise and award the project and provide construction management and contract administration to include monitoring of prevailing wage rate certification, construction progress and approving of the invoices.

Perris Valley Storm Channel Trail, to provide project management services to finalize the plans and prepare bid package, advertise and award the project and provide construction management and contract administration to include monitoring of prevailing wage rate certification, construction progress and approving of the invoices.

San Jacinto Trail, to provide project management services to finalize the plans, coordination of resolving existing flood problems with US Army Corps of Engineers & Riverside County Flood Control and prepare bid package, advertise and award the project and provide construction management and contract administration to include monitoring of prevailing wage rate certification, construction progress and approving of the invoices.

Linear Park West Trail, to provide project management services to finalize the plans and prepare bid package for the current segment of the trail, and to provide project management services to hire consultant to design and prepare the plans and to prepare the bid package for the new segment and to advertise and award both segment of the trail.

We appreciate the opportunity to submit our proposal. This proposal is an estimate only and for the purposes of planning and budgeting. AFB Group will be providing the project management services on a time and material basis at the City's direction. Please review the attached estimate and feel free to contact Azita Fakoorbayat at (949) 456-3200, if you have any questions. We look forward to serving the City of Perris.

Sincerely,
AFB GROUP, INC.

Azita Fakoorbayat, P.E.
Principal In Charge

AFB Group
Proposal Cost Estimate For
City of Perris Projects

	Principal	Sr. PM	Field Rep	Clrk		
	100.0	90.0	50.0	45.0		
Enchanted Heights Park (Grant)						
	Hrs	Hrs	Hrs	Hrs		
1	Project Management To Identify/Purchase Parcel					\$2,700.00
2	Conceptual Design					\$3,600.00
3	Final Design & PS&E					\$4,050.00
	Total					\$10,350.00
Senior Center Renovation (CDBG)						
1	Project Management To Complete Design					\$1,800.00
	Total					\$1,800.00
Patriot Park BLDG (CDBG)						
1	Project Management for Final Design & PS&E					\$5,400.00
2	Prepare Bid Package, Advertise & Award-Active Bidder					\$4,500.00
3	Project Management During Construction & Certified Payroll					\$4,500.00
	Total					\$14,400.00
PVSD Trail (Grant)						
1	Project Management to Prepare PS&E & License Agreement					\$3,600.00
2	Prepare Bid Package- Active Bidder					\$6,300.00
3	Project Management For Advertisement & Award					\$3,150.00
4	Project Management During Construction & Certified Payroll					\$6,300.00
	Total					\$19,350.00
San Jacinto Trail (Grant)						
1	Project Management for Final Design, PS&E					\$1,800.00
2	Project Management for Coordination of Flood Problems w Army Corp. & RCFC					\$2,700.00
3	Prepare Bid Package, Advertise & Award-Active Bidder					\$4,500.00
4	Project Management During Construction & Certified Payroll					\$4,950.00
	Total					\$13,950.00
Linear Park West (DIF)						
1	Project Management for Final Design, PS&E-Current Segment					\$1,800.00
	Project Management for Design, PS&E-New Segment					\$7,200.00
	Prepare Bid Package, Advertise & Award- Both Segments					\$4,500.00
	Total					\$13,500.00
	Grand Total					\$73,350.00

This estimate is prepared per our understanding of the project at this time. The actual efforts may vary per City's direction and shall be on a time and material basis.

CITY COUNCIL
AGENDA SUBMITTAL

Meeting Date: January 26, 2016

SUBJECT: Award of Contract to Hirsch & Associates, Inc. for Design Services on the Patriot Park Concession Building Project.

REQUESTED ACTION: That the City Council award a contract in the amount of \$33,950 to Hirsch & Associates, Inc. for design work on the Patriot Park Concession Building.

CONTACT: Darren Madkin, Deputy City Manager



BACKGROUND/DISCUSSION:

The City Council allocated CDBG funds in 2015 for the construction of a new restroom and concession building at the Patriot Football Park. Hirsch & Associates, Inc. prepared a cost proposal to prepare plans to construct one pre-fabricated masonry restroom building. The compensation to prepare the plans and specifications total \$33,950.

Staff recommends that the City Council award a contract to Hirsch & Associates, Inc. to provide professional architectural and engineering services for the Patriot Park Restroom Concession building project in the amount of \$33,950.

BUDGET (or FISCAL) IMPACT: The construction of the Patriot Park Concession building is a CDBG funded project with a total allocation of \$451,410.55. There is sufficient funding in the CDBG budget for this agreement.

Reviewed by:

Assistant City Manager 

Attachments: Proposal from Hirsch & Associates, Inc.

Consent: X
Public Hearing:
Business Item:
Other:



HIRSCH & ASSOCIATES, INC.

LANDSCAPE ARCHITECTURE & PLANNING

Patriot Park Football Restroom and Concession Building

Proposal

January 5, 2016

SCOPE OF WORK

HAI will provide all professional services as indicated below for the design of Patriot Park Restroom and Concession Building project per the probable cost estimate and Conceptual Site design previously submitted to the City. The scope of work shall include the following:

1. Provide all Landscape Architecture, Structural, Geotechnical and Electrical Engineering services.
2. Provide photographic verification and documentation of existing site conditions.
3. Obtain on-site survey information.
4. Preparation of Schematic Design Plans, Design Development Plans, Construction Documents and Specifications, and probable Construction Cost Estimates.
5. Participation during project bidding.
6. Construction support services during the park construction period.
7. Preparation of 'As-Built' record documents at the conclusion of project construction.

The park restroom building will be a pre-fabricated masonry type building. HAI will assist the City in the selection of the building and include the manufacturer's specification in the construction documents for bidding. Visits and inspections of the building at the manufacturer's plant are the responsibility of the City.

The services of a building architect are not required for this type of building and are not included within our scope of work. Building manufacturer will supply all plans and structural calculations to the City for permitting of the building.

SCOPE OF SERVICES

Schematic Design Phase

- Initial meeting with City Staff to review Conceptual Plan and discuss any changes that may be necessary prior to proceeding with project. Collect all existing documentation from City recorders, if available.
- Conduct on-site investigation to verify record documents and existing conditions. Prepare base sheet from information gathered.
- A topographic survey of the park site that was prepared in 2007 will be utilized for the project.

- Prepare Preliminary Geotechnical Soils Investigation.
- Prepare final schematic plans and probable cost estimate for the park for review and approval by City.

Design Development Phase

- Prepare from the approved schematic plans and probable cost estimate, all design development documents that precisely illustrate all material, equipment, color, texture, size, style, shape, and character of all items to be developed. Present design development plans and documents to City for review, comment and approval. Revise schematic plans and probable cost estimate to reflect any changes. Submit all information and plans to the City for approval.
- Assist the City with the selection of the building manufacturers.
- Review with the City all building elevations and floor plans that illustrate the size and material of the park building and cost estimate provided by building manufacturers.

Construction Documents Phase

- Prepare from the approved design development plans and probable cost estimate, construction drawings and specifications setting forth in detail all work to be undertaken. Construction documents will be prepared in AutoCAD format with project specifications prepared in Microsoft Word. General provisions and special conditions shall be per City Standards. Construction details shall be per City, APWA, Riverside County Standards, EMWD Standards, SCE and HAI standards whenever applicable.
- Modify the existing Irrigation system to comply with the building installation. All new irrigation systems will comply with the requirements of AB 1881 for slopes and flat landscaped areas.
- Landscape planting will consist of trees and spreading shrub on slopes and flat areas, no ground cover is proposed for the project. Slopes will be hydro-mulch to protect against soil erosion.
- Prepare 65% construction documents illustrating in detail all work to be undertaken. Submit plans to City for review and comment. Revise as necessary to receive approval. Revise probable cost estimate.
- Prepare 100% final plans, specifications, and probable cost estimate, required calculations and bidding documents in sufficient detail to obtain competitive bids.
- Submit plans to City for plan check.
- Correct plans if necessary to receive approval.
- Resubmit plans to City for approval and permits.

Construction documents will generally consist of the following:

- Cover Sheet.
- Site Plan
- Accessibility Plan
- Demolition (Clearing and Grubbing).
- Grading and Drainage Plans with Details.

- Erosion Control Plan
- Utility Plans and Details. (Sewer and Water)
- Horizontal and Vertical Control Plans.
- Site Construction Plans and Details.
- Building Architectural Plans and Details as supplied by building manufacturers.
- Landscape and Irrigation Plans with Details and Calculations.
- Site Electrical Plans and Details.

Project Bidding

HAI and project team members will assist City staff during project bidding by providing clarification to construction documents and preparation of addenda's during bid period. Attend project bid opening and provide comment on bids received.

Construction Observation Phase

HAI and project team members will provide the following services during construction. Construction time is estimated to be 120 calendar days.

- Coordinate with City staff and inspector as necessary during construction.
- Attend pre-construction meeting with all parties
- Provide interpretation and clarification to the construction documents.
- Review and approve product submittals and shop drawings provided by the Contractor.
- Attend bi-weekly on-site project meetings to review work of Contractor. Prepare written reports of meetings for distribution to all parties. (8 site meeting)
- Coordinate with all parties by telephone, fax and e-mail as necessary.
- Review construction schedule submitted by Contractor and provide comment.
- Review and comment on all progress payment requests from Contractor.
- Review and comment on all change orders and time extensions requested by Contractor.
- Coordinate with Pre-fabricated building manufacturer.
- Observe installation of park building.
- Review and approve all site electrical work.
- Observe and approve irrigation coverage test prior to landscape installation.
- Inspect and approve all soil preparation material, planting methods, finish grading.
- Observe the installation of all park landscape and irrigation equipment.

- Respond to contractor's Request for Information (RFI's) and other questions during project construction and provide written response.
- Coordinate with the contractor's construction staking surveyor.
- Review all material and field-testing, i.e. concrete cylinders, compaction reports, etc.
- Coordinate with City and SCE during project construction.
- Visit local nurseries to select plant material for project.
- Conduct substantial completion inspection at request of City and Contractor, and prepare punch list. Review and approve punch list items upon their completion.
- Conduct final inspection upon completion of 30-day plant establishment and 60-day landscape maintenance periods, and issue letter of acceptance to City. (2 site visits)
- Review and approve all contractor supplied closeout items and manuals specified in the contract documents.
- Prepare 'As-Built' record documents based upon marked up plan provide by the General Contractor.

Items of Work Not Included in Contract

- Continuous daily inspection of Contractor's work
- All inspection services normally provided by City Building and Safety, Engineering, Public Works Departments.
- All other services not specifically included within the scope of work and scope of services.
- Coordination and design of any off-site wet and/or dry utility extension or up-grades.
- Street improvement plans.
- All work related to investigation, reporting, removal and disposal of asbestos and other hazardous materials found on the site.
- Preparation of on and off-site hydrology and hydraulic studies and calculations.
- Preparation of easements, right-of ways or land dedication documents.
- Services related to unsuitable soil conditions discovered during site grading operations.
- Revisions to completed or partial completed plans, studies and construction documents that are in conformance with previous direction received from the City and jurisdictional agencies have control or approval authority over the project and permitting.
- Grading and/or storm drain improvement on or through adjoining property.
- All services related to environmental investigation and mitigation, clean up or permit, such as wetlands, hazardous or toxic materials or substances presently on-site or adjacent to the site and/or below the surface of the site or discovered during project construction.
- Unanticipated sub-surface soil conditions that differ significantly from those anticipated based upon the preliminary geotechnical investigation and during construction.

- All design work, cost estimating and construction support services related to the under-grounding or relocation of the existing known or unknown utilities (irrigation water pipes, telephone lines and electrical lines, storm drain lines and sewer lines) that run across the property are excluded since the scope of work for these utilities is not currently know.
- Payment of all plan check, permit and assessment fees for project development.
- Selection, installation and payment for any wireless Internet, telephone and security/data communication systems.
- Hazardous water or toxic substance engineering and testing.
- To HAI's knowledge there are no wetlands within or adjacent to the project site and wetland permits are not included in the proposal.
- Construction staking and survey.
- Preparation of WQMP, NOI and SWPPP for the project.
- All other services not specifically delineated in the Scope of Work and Scope of Services.

City Responsibilities

- Provide copies of existing park site plan and site details including electrical, plumbing and irrigation plans indicating points of connection for all proposed improvements, if available.
- Process the approval of all plans by governmental agencies having jurisdiction over the project. Coordinate submittals as necessary and pay all fees.
- Reproduce final bid documents and plans. Pay all reproduction and delivery cost for plans and other items requested by city and required for project development.
- Pay all cost for project bidding and issuance of addendums.
- Provide general conditions and special provisions and other City "boiler plate" in computer format for insertion into project specifications.
- Preparation of NOI and SWPPP for the project. A WQMP is not required for the project since the proposed project does not increase the impervious hardscaped area by more than 5,000 SF.
- Preparation of CEQA documentation.

TIME SCHEDULE

HAI and our sub-consultant team members maintain sufficient staff to provide all services in a prompt and timely manner. A final design schedule will be developed at the start of project design. The anticipated schedule is as follows and will start after notice to proceed is received from the city.

Schematic Design Phase	1 weeks
Design Development Phase.....	1 weeks
Construction Documents Phase	4 weeks
Plan Check	2 weeks
Project Bidding	8 weeks

Total Design and Bidding Time (Six Months)	16 weeks
Project Construction (120 calendar days)	17 weeks
(Manufactures estimated time for the building is 90 calendar days)	
Subtotal	33 weeks
Plant Establishment	4 weeks
Total Project Time	37 weeks

PROFESSIONAL FEE SCHEDULE

Professional fees for services stated include all costs for general overhead, profit, telephone, clerical and incidental expenses not separately requested by City. Professional fees are good for a period of 90 calendar days from date of proposal.

Schematic Design Phase	\$5,700.00
HAI	\$3,200.00
Soil Exploration.....	\$2,500.00
Design Development Phase.....	\$4,000.00
HAI	\$4,000.00
Construction and Bid Document Phase.....	\$15,850.00
HAI	\$11,000.00
Reedcorp Engineering	\$4,000.00
Corriea Consulting Engineers (Structural)	\$850.00
Project Bidding	\$1,600.00
Construction Observation Phase	\$4,800.00
Site Visits & Office Time	\$4,800.00
Total Design Fee	\$31,950.00
Printing Allowance.....	\$2,000.00
Total Fee	\$33,950.00

SUPPLEMENTAL CONDITIONS

Additional Services

Professional fees are based on a project as outlined within the Scope of Work. If scope of work or scope of services are increased at the request of City of Perris, HAI Inc. shall receive additional compensation based on additional hours worked at the hourly rates stated below, or an agreed upon negotiated fee. City of Perris will approve additional services and costs in writing prior to performance of such services.

Landscape Architect	\$150/hr
Engineer	\$150/hr
Director of Projects	\$140/hr
Associate	\$120/hr
Staff Landscape Architect	\$100/hr
Senior Project Manager	\$95/hr
Project Manager	\$85/hr
Senior Designer	\$75/hr

Designer	\$65/hr
Computer Graphic Designer	\$70/hr
Clerical	\$55/hr
Project Meetings	\$480/ea
Construction Support Meetings	\$480/ea
Travel	\$0.58/mi
Reproduction / Printing	Cost Plus 10%

Reimbursable Expense

All printing, computer plotting, computer scans, blueprinting, photographic reproductions, mounting of renderings and special overnight deliveries, other than US Postal Service, provided by HAI as requested by City of Perris shall be paid as a direct reimbursable expense plus 10% to HAI. HAI will E-mail PDF copies of plans the City's selected reprographic company at no cost to the City for printing of Bid Documents.

Travel

Authorized travel associated for project design and project meetings, are included within our fees, excluding travel associated with additional services.

Abandonment of Project

In the event this project is abandoned by written notice from City of Perris compensation will be the last progress billing invoice, plus a mutually agreed upon amount for work executed since that invoicing.

Plans and Specifications

Original drawings and specifications are instruments of service and shall remain the property of HAI until final payment has been received. HAI will supply the City of Perris with 1 original set of plans in PDF Format and 1 set of project specifications in Microsoft Word format for duplication for use on this project.

Questions In Dispute

All questions in dispute under this agreement may be submitted to arbitration when practical, and in accordance with the provisions of the American Arbitration Association. The prevailing party shall be entitled to reasonable attorney fees, to be fixed by the Arbitrator. In the event there are judicial proceedings instead of arbitration, reasonable attorney fees shall be fixed by the court.

Landscape Architects are licensed and regulated by the California Board of Architects. Any questions concerning Landscape Architects may be answered by calling (916) 445-4954.

Insurance

HAI Inc. will maintain \$1,000,000 Comprehensive General Liability Insurance, \$1,000,000 Professional Liability Insurance and \$1,000,000 Workers Compensation Insurance through project duration. Insurance certificates will be supplied upon execution of contract.

Payments

All cost for professional services and reimbursable expenses will be invoiced on a monthly basis. All invoices are due within 30 days from date of invoice. All invoices not paid within 60 days from date of invoice may be subject to at one and one half percent monthly (18% annually) service charge per month or HAI may suspend work on project until invoices are paid in full. If work is suspended by HAI for non-payment of invoices, HAI will not be responsible or liable for any damages or loss by City of Perris or any other party. Written notice will be forwarded to The City of Perris 15 calendar days prior to suspension of services.

Termination

Either party may terminate this agreement by providing a 30-day written notice. All outstanding professional fees for services along with reimbursable expenses shall be paid in full upon date of termination and delivery of documents to City of Perris. Contract shall also terminate upon receipt of final payment for services.

Execution

To initiate professional services, HAI Inc. must receive an executed Agreement, Purchase Order or Services Agreement with our proposal as Exhibit "A".

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'Patrick L. Hirsch', written over a large, stylized circular flourish.

Patrick L. Hirsch, President
Landscape Architect ASLA
California Licensed Landscape Architect #1710

Verbal Presentation

**CITY COUNCIL
AGENDA SUBMITTAL**

Meeting Date: January 26, 2016

SUBJECT: City Council Appointment to Department of Community Action Committee

REQUESTED ACTION: Mayor and City Council to make appointment to the Department of Community Action Committee to represent the City.

CONTACT: City Council and City Manager

BACKGROUND/DISCUSSION: The 2016 City Council Committee Appointments were discussed and approved at the January 12, 2016 City Council meeting. However, the Department of Community Action Committee was inadvertently overlooked for appointment consideration.

The current representative for the Department of Community Action has been held by Councilmember Tonya Burke, who was appointed in 2015. The alternate seat has remained vacant.

BUDGET (or FISCAL) IMPACT: None

Reviewed by:

City Attorney: N/A
Assistant City Manager:

Consent:
Public Hearing:
Business Item: January 26, 2016
Other: