

*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, September 27, 2016

6:30 P.M.

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

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

2. ROLL CALL:

Rogers, Yarbrough, Burke, Rabb, Busch

3. INVOCATION:

Pastor Benjamin Briggs
Greater Light Community Church
3060 Barrett Avenue
Perris, CA 92571

4. PLEDGE OF ALLEGIANCE:

Mayor Pro Tem Rogers will lead the Pledge of Allegiance.

5. REPORT ON CLOSED SESSION ITEMS:

6. 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. Certificate of Recognition presented to Eagle Scout Spencer Allison.

- B. Proclamation recognizing September 2016 as Rail Safety Month.
- C. Crystal Lopez, Program Assistant will present the Perris Green City Farm Chef in the Garden Winter Series.

7. APPROVAL OF MINUTES:

- A. Approve 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 Community Economic Development Corporation and Perris Joint Powers Authority held September 13, 2016.

8. 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. Award Contract to CPS HR Consulting for Classification and Compensation Consulting Services.
- B. Approve the Commercial Seismic Retrofit on the Perris Theatre located at 279 South D Street.
- C. Adopt Resolution Number (next in order) establishing a City of Perris Housing Authority Fee Schedule.

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

A RESOLUTION OF THE GOVERNING BOARD OF THE CITY OF PERRIS HOUSING AUTHORITY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ESTABLISHING A HOUSING AUTHORITY FEE SCHEDULE

- D. Adopt Resolution Number (next in order) authorizing the purchase of property identified as APN #313-081-005 located at 118 South D Street in Downtown Perris.

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

A RESOLUTION OF THE HOUSING AUTHORITY OF THE CITY OF PERRIS, APPROVING THE PURCHASE AND SALE AGREEMENT OF PROPERTY LOCATED AT 118 SOUTH D STREET (APN: 313-081-002) IN DOWNTOWN PERRIS

- E. Approve Boys and Girls Club of Perris request for a fee waiver to use Monument Park for a community festival being held on October 1, 2016.
- F. Approve the City's Monthly Check Register for August 2016.

9. 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.***

10. BUSINESS ITEMS: (not requiring a "Public Hearing"):

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

- A. Presentation of the Zoomgrants Software for the 2017-2018 Community Development Block Grants (CDBG) Program Year.

Introduced by: Darren Madkin, Deputy City Manager

PUBLIC COMMENT:

11. 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.***

12. 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.***

13. CITY MANAGER'S REPORT:

14. 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: September 27, 2016
SUBJECT: *Approval of Minutes*

BACKGROUND: None.

FISCAL IMPACT: None.

- **RECOMMENDATION:** Motion to approve the Minutes of the Regular Joint Meeting held on September 13, 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 *JL*
Approved by: Nancy Salazar, City Clerk

Attachments:

- Minutes of the Regular Joint Meeting held on September 13, 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

CITY OF PERRIS

MINUTES:

Date of Meeting: September 13, 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

**Present: Rabb, Rogers, Burke, Busch
Councilmember Yarbrough arrived at 6:08 p.m.**

Staff Present:

City Manager Belmudez, City Attorney Dunn and Records Clerk Haughney

- A. Conference with Real Property Negotiators – Government Code Section 54956.8
Property: 227 North "D" Street, Perris, CA City Negotiator: Richard Belmudez, City
Manager Negotiating Parties: Boys and Girls Club of Perris Perris Valley Historical
Society Chamber of Commerce Under Negotiation: Price and terms of payment
- B. Conference with Real Property Negotiators – Government Code Section 54956.8
Property: 400 South D Street, Perris, CA City Negotiator: Richard Belmudez, City
Manager Negotiating Parties: Perris Bank Building Under Negotiation: Price and terms
of payment
- C. Conference with Real Property Negotiators – Government Code Section 54956.8
Property: 120 West Fourth Street, Perris, CA City Negotiator: Richard Belmudez, City
Manager Negotiating Parties: Perris Depot Under Negotiation: Price and terms of
payment
- D. Conference with Legal Counsel - Potential Litigation - Government Code Section
54956.9 (d)(2) - 1 case

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

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

**The City Council reconvened in Open Session and Mayor Busch called the
Regular City Council meeting to order at 6:34 p.m.**

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

Present: Burke, Rabb, Rogers, Yarbrough, Busch

Staff Members Present: City Manager Belmudez, City Attorney Dunn, Deputy City Manager Madkin, Redevelopment & Economic Development Manager McDermott, Director of Development Services Miramontes, Information Technology Manager Cervantes, Assistant Director of Administrative Services Carlos, Assistant Director of Community Services and Housing Chavez, Assistant Finance Director Erwin, Assistant Director of Public Works Hartwill, Public Information Officer Vargo, Records Clerk Haughney and City Clerk Salazar (City Clerk Salazar arrived at 7:00 p.m.).

3. INVOCATION:

Mayor Pro Tem Rogers gave the Invocation.

4. PLEDGE OF ALLEGIANCE:

Councilmember Rabb led the Pledge of Allegiance.

5. REPORT ON CLOSED SESSION ITEMS:

City Attorney Dunn reported that the City Council met in Closed Session. He stated that an update had been given and direction was given, but no reportable action was taken tonight.

6. PRESENTATIONS/ANNOUNCEMENTS:

- A. Perris Senior Acknowledgement Month presented by Cynthia Mendez, Recreation Coordinator.

This item was added by Mayor Busch.

- B. Presentation Regarding Lifestream Blood Bank by Sandy Hale

7. 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 Community Economic Development Corporation and Perris Joint Powers Authority held August 30, 2016.

The Mayor called for a motion.

M/S/C: Moved by David Starr Rabb, seconded by Mark Yarbrough to Approve the Minutes as presented.

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

NOES:

ABSENT:

ABSTAIN:

8. CONSENT CALENDAR:

The Mayor called for Public Comment. There was no Public Comment. Councilmember Yarbrough requested that Item 8.I. be pulled for a report from Staff.

- A. Adopted the Second Reading of Ordinance Number 1331 approving Ordinance Amendment 16-05024 to update Perris Municipal Code Chapter 19.82 (Districts and Map) to revise the City of Perris Zoning Map to include an Airport Overlay Zoning designation and adopt an Airport Overlay Zone (AOZ) Code Chapter (19.51) to the Perris Municipal Code Chapter 19 to implement the 2014 March Air Reserve Base/Inland Port Airport Land Use Compatibility Plan;
Adopted the Second Reading of Ordinance Number 1332 approving Specific Plan Amendment 16-05025 to amend the Perris Valley Commerce Center Specific Plan to update the Airport Overlay Zone Section (Section 12) to implement the 2014 March Air Reserve Base/Inland Port Airport Land Use Compatibility Plan.

The Second Reading of Ordinance Number 1331 is entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, APPROVING SPECIFIC PLAN AMENDMENT 16-05025 TO AMEND THE PERRIS VALLEY COMMERCE CENTER SPECIFIC PLAN TO UPDATE THE 2014 MARCH AIR RESERVE BASE/INLAND PORT AIRPORT COMPATIBILITY PLAN AND ADOPTING NEGATIVE DECLARATION 2324

The Second Reading of Ordinance Number 1332 is entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, APPROVING ORDINANCE AMENDMENT 16-05024 TO UPDATE THE PERRIS MUNICIPAL CODE CHAPTER 19.82 (DISTRICTS AND MAP) TO UPDATE THE CITY OF PERRIS ZONING MAP TO INCLUDE AN AIRPORT OVERLAY ZONE (AOZ) AND IMPLEMENT THE 2014 MARCH AIR RESERVE BASE/INLAND PORT AIRPORT LAND USE COMPATIBILITY PLAN AND ADOPTING NEGATIVE DECLARATION 2324

- B. Approved the Contract Services Agreement extension with Lynn Merrill Consulting to implement the NPDES Industrial and Commercial Inspection Program.
- C. Approved the award of bid to Ocean Blue Environmental Services, Inc. regarding maintenance of catch basins and storm drain systems.
- D. Approved the proposal from Flavell, Tennenbaum and Edwards for the appraisal of properties along Goetz Road.
- E. Received and Filed Mi Familia Vota request for a Fee Waiver for use of the Senior Center to conduct a citizenship workshop on October 6, 2016. (Continued from the August 30, 2016 City Council Meeting)
- F. Received and Filed TODEC Legal Center request for a parade as part of their TODEC Annual Multicultural Celebration. (Continued from the August 30, 2016 City Council Meeting)

- G. Approved the Perris Housing Authority Contract Services Agreement with Richard G. Rivera for Professional Inspection Services.
- H. Approved the Façade Improvement Project Completion Report for the location of 325 East 4th Street.
- I. Adopted Resolution Number 5051 approving an Amendment to the Joint Use of Facilities Agreement between the Perris Union High School District and the City of Perris regarding the use of the Bob Glass Gymnasium and the Perris High School Gymnasium.

Resolution Number 5051 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, APPROVING AMENDMENT NUMBER ONE TO THE JOINT USE AND MAINTENANCE OF FACILITIES AGREEMENT BETWEEN THE PERRIS UNION HIGH SCHOOL DISTRICT AND THE CITY OF PERRIS

Councilmember Yarbrough requested that this item be pulled for a report from Staff.

Deputy City Manager Madkin gave the report.

The Mayor called for a motion.

M/S/C: Moved by Rita Rogers, seconded by Tonya Burke to Approve the Consent Calendar as presented.

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

NOES:

ABSENT:

ABSTAIN:

9. PUBLIC HEARINGS:

- A. Adopted Resolution Number 5052 regarding CDBG 2015-2016 Second Program Year Consolidated Annual Performance and Evaluation Report (CAPER).

Resolution Number 5052 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS APPROVING THE 2015-2016 SECOND PROGRAM YEAR CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER)

This item was presented by Grants Manager Cortes de Pavon.

The Mayor opened the Public Hearing at 6:59 p.m. There was no Public Comment.

The Mayor closed the Public Hearing at 6:59 p.m.

The following Councilmember's spoke:

**Yarbrough
Burke**

The Mayor called for a motion.

M/S/C: Moved by Mark Yarbrough, seconded by Rita Rogers to Approve Resolution Number 5052 as presented.

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

NOES:

ABSENT:

ABSTAIN:

10. BUSINESS ITEMS:

- A. Awarded contract to American Asphalt South, Inc. and rejected all other bids regarding the 2016 Pavement Rehabilitation and Flood Benefit Zone Rehabilitation Project.

This item was presented by Brad Brophy, Tri-Lake Consultants

The Mayor called for Public Comment. There were no Public Comments.

The following Councilmember's spoke:

**Rabb
Yarbrough**

The Mayor called for a motion.

M/S/C: Moved by Mark Yarbrough, seconded by Tonya Burke to Approve the item as presented.

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

NOES:

ABSENT:

ABSTAIN:

- B. Upcoming Community Services Events.

This item was presented by Recreation Coordinator Gilmore.

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

The following Councilmember's spoke:

Rogers

- C. City of Perris Selected as Finalist in the Healthiest Cities & Counties Challenge.

This item was introduced by Assistant Director of Administrative Services Carlos.

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

**The following Councilmember's spoke:
Rogers
Busch**

11. PUBLIC COMMENT/CITIZEN PARTICIPATION:

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

Arlene Jackson

Lovella Singer

12. COUNCIL COMMUNICATIONS:

**The following Councilmember's spoke:
Rabb
Yarbrough
Burke
Rogers
Busch**

13. CITY MANAGER'S REPORT:

14. ADJOURNMENT:

There being no further business the Mayor adjourned the Regular City Council meeting in memory of Alberta Mabel Kearney, Founder of the Dora Nelson Museum at 8:15 p.m.

Respectfully Submitted,


Nancy Salazar, City Clerk

CITY COUNCIL/
AGENDA SUBMITTAL

Meeting Date: September 27, 2016

SUBJECT: 2016 Classification and Compensation Study

REQUESTED ACTION: To authorize the City Manager to award and enter an agreement with CPS HR Consulting firm for services in a Classification and Compensation Study for the City of Perris.

CONTACT: Saida Amozgar, Human Resources and Risk Supervisor 

BACKGROUND/DISCUSSION:


The current Memorandum of Understanding (MOU) between the City of Perris and Local 911 of the California Teamsters (Union), ratified on April 29, 2014 by the City Council, stipulates that the City conduct a salary survey study in the 2016-2017 fiscal year, pursuant to Article 11.2. Along with the salary survey, Staff recommends that the City conduct a classification study. The last city-wide classification and compensation study was conducted in 2004. Since then, it is expected that individual classifications may have evolved over time and or been affected by organizational restructuring, resulting in the need for a classification study.

On August 8, 2016, the City distributed a Request for Proposal (RFP) for Classification and Compensation Study to four (4) consulting firms. After review of all four (4) consulting bid proposals received for the RFP, the City has selected the lowest bid proposal of thirty-seven thousand nine hundred thirty-eight (\$37,938) dollars for the classification and compensation study consulting service.

Staff respectfully recommends that the City Council approve the attached contract agreement between Cooperative Personnel Services, doing business as CPS HR Consulting, and the City of Perris for the classification and compensation study service.

BUDGET (or FISCAL) IMPACT:

The 2016-2017 fiscal impact for the classification and compensation study consulting service has been budgeted to afford the bid amount.

Reviewed by: Jennifer Erwin, Assistant Director of Finance 

City Attorney
Assistant City Manager

Attachments: Contract Agreement

Consent: September 27, 2016
Public Hearing:
Business Item:
Other:

CITY OF PERRIS
CONTRACT SERVICES AGREEMENT FOR
CLASSIFICATION AND COMPENSATION STUDY

This Contract Services Agreement ("Agreement"), is made and entered into this twenty seventh day of September, 2016, by and between the City of Perris, a municipal corporation ("City"), and CPS HR Consulting, a [governmental Joint Powers Authority "JPA" of the State of California] ("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 Thirty-Seven Thousand Nine Hundred Thirty-Eight dollars (\$37,938) ("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 September 27, 2017.

4.0 COORDINATION OF WORK

4.1 Representative of Consultant. Ms. Vicki Quintero Brashear, Director of Products and Services, 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 _____ 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"
CPS HR CONSULTING, a [JPA of the State
of California]

By: _____
Signature

Vicki Quintero Brashear,
Director of Products and Services

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

* See Attached CPS HR Consulting Proposal.

EXHIBIT "B"

SPECIAL REQUIREMENTS

[Insert or Attach]

EXHIBIT "C"
SCHEDULE OF COMPENSATION

[Insert or Attach]

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

[Insert or Attach]

Proposal

COPY

ORIGINAL

City of Perris

Classification and Compensation Consulting Services

RFP

Due Date: August 25, 2016

6:00 P.M. PST

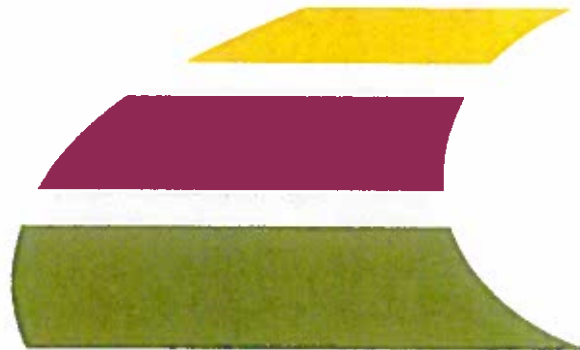
SUBMITTED BY:

VICKI QUINTERO BRASHEAR

Director of Products and Services

CPS HR Consulting
241 Lathrop Way
Sacramento, CA 95815
P: 916-471-3481
F: 916-561-7281
vbrashear@cps hr.us
Tax ID: 68-0067209

www.cps hr.us



Your Path to Performance

August 25, 2016

C/O Saida Amozgar, Human Resources and Risk Supervisor
City of Perris
101 North "D" St.
Perris, CA 92570

Subject: Classification and Compensation Consulting Services

CPS HR Consulting (CPS HR) is pleased to submit this proposal to the City of Perris (City) to provide classification and compensation study consulting services. With a rich history of assisting government agencies with their classification and compensation needs, we at CPS HR are confident that we can provide expert solutions to meet the City's needs.

CPS HR has been providing classification and compensation services to state, federal, and local governments along with special districts and non-profit organizations for *more than 30 years*. More specifically, our proposed team of professionals have nearly 75 years of combined experience in providing job evaluation and compensation studies, specifically for the public sector, and in conducting pay equity and/or comparable worth studies as noted in greater detail in their resumes.

Distinguishing Characteristics

Systems approach. Our systems approach to human resources improves organizational performance for clients across the United States. We understand the importance of each human resources function (i.e., classification, compensation, job analysis, recruitment, selection, training, etc.) and how they connect to one another to provide a strong foundation for all human resource activities.

Depth of experience working in public agencies. CPS HR is a joint powers authority, and as such, our charter mandates that we provide services exclusively to public agencies and non-profits.

CPS HR staffing. CPS HR employs only the best staff members. Many of our staff have both public and private classification and compensation experience, they are diligent in their work, listen to and understand the needs of our clients, and possess advanced education and certifications such as SHRM, IPMA, World at Work, etc.

Automated Solution. CPS HR utilizes a proprietary system called Comp Calculator for the management and analysis of compensation survey data. The Comp Calculator is a web-based program that allows for the data entry of survey data on an agency-by-agency basis and then generates a separate datasheet within Excel for each surveyed classification.

Customer Service. It is our goal to provide the best customer service possible to all of our clients. To assist us in achieving this goal, we provide, at no additional cost to our clients, implementation and support assistance for each project.

Our familiarity and extensive experience in Southern California.

We have developed a thorough familiarity with regional issues such as transportation, demographics, employment rates, and economic conditions from several consulting engagements throughout Southern California. These engagements include multiple classification and compensation studies for the cities of Anaheim, Vista, Encinitas, Huntington Beach, and Thousand Oaks to just name a few; as well as the counties of Orange, San Luis Obispo, Ventura; and special districts such as San Diego Association of Governments, Superior Court of California-County of Orange, Mojave Water Agency, OCTA, OCF, and Ventura Regional Sanitation District. Possessing this in-depth experience with the region, combined with our overall classification and compensation experience, strengthens our understanding of the City’s needs and what is required to meet your unique objectives.

Partial Project List

CPS HR has conducted over 100 classification and compensation related studies for cities, counties, courts, special districts, and higher education institutions within the last few years. Therefore, we have provided a partial list of agencies for which we have provided classification and compensation services below. With the following list and the examples provided in our references, we demonstrate how we have collected data, performed analyses on said data, made recommendations, and worked successfully with our partners/clients. Our references provide more detail in regards to contract information and the services provided.

Partial Public Agency Five Year Listing Classification and Compensation Projects *CPS HR has provided multiple services to these agencies	
Alameda Corridor East Construction Authority	Mojave Water Agency*
Amador-Tuolumne Community Action Agency	Monterey Peninsula Airport District
American Canyon, City of*	Monterey, County of*
Anaheim, City of*	Montgomery College, MD
Ashland, City of	Napa County Transportation & Planning Agency
Association of Bay Area Governments*	Oakdale, City of
Bell, City of*	Orange, County of*
Berkeley, City of*	Petaluma, City of
Bernalillo, County of*	Placer, County of*
Brawley, City of	Redding, City of (Electric Utility)
California Bureau of State Audits	Rio Dell, City of*
California Dept of Corrections and Rehabilitation	Rocklin, City of*
California Department of Energy	Roseville, City of (Electric Utility Department)
California Department of Food and Agriculture	Sacramento Municipal Utility District
California Department of Human Resources	Sacramento, County of*
California Department of Real Estate	Safety Center, Inc.
California Office of the Chief Information Officer	San Diego County Water Authority

Partial Public Agency Five Year Listing Classification and Compensation Projects *CPS HR has provided multiple services to these agencies	
California Seismic Safety Commission	San Joaquin Regional Rail Commission
California State University, Sacramento	San Joaquin, County of*
Clark, County of*	Santa Ana, City of
Contra Costa, County of	Sierra Nevada Conservancy
Eureka, City of	Stanislaus, County of*
Glenn, County of*	Tehachapi, City of
Greater Los Angeles County Vector Control District	Ventura, County of*
Housing Authority of Santa Clara	Vista, City of*
Jurupa Community Services District	Western Area Power Administration
Los Angeles Co Employees Retirement Assoc.*	Yosemite Community College*
Los Angeles Department of Water and Power	

It is our commitment to work in partnership with your organization to a successful result. Thank you for this opportunity; we very much look forward to establishing a professional relationship with the City of Perris. Should you have any questions about this proposal, please do not hesitate to contact Bruce Davis, Ph.D. **Dr. Davis can be reached by email at bdavis@cpsr.us or by phone at (916) 471-3382. Dr. Davis conducts work out of our Sacramento office.**

This proposal and the contents herein are valid for a period of at least 90 days. I am duly authorized to represent and bind CPS HR Consulting into contract.

Sincerely,



Vicki Quintero Brashear
 Director of Products and Services
 241 Lathrop Way
 Sacramento, CA 95815
 (916) 471-3481

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Introduction

About CPS HR Consulting

ORGANIZATION IDENTIFICATION INFORMATION	
Legal Name	Cooperative Personnel Services
Doing Business As	CPS HR Consulting
Addresses	241 Lathrop Way* Sacramento, CA 95815 100 Congress Avenue, Suite 2000 Austin, TX 78701 400 Perimeter Center Terrace North, Suite 900 Atlanta, GA 30346 11140 Rockville Pike, Suite 550K Rockville, MD 20852 *Main Office. The plan will be formulated within this office.
Telephone Number	Main: (800) 822-4277
Number of Years in Business	1985
Type of Organization	Joint Powers Authority (Public Agency)
Proposal Primary Point of Contact	Dr. Bruce Davis; bdavis@cpsshr.us ; (916) 471-3382; Dr. Davis works out of our Sacramento office.

CPS HR Consulting (CPS HR) is an innovative, client-centered human resources and management consulting firm specializing in solving the unique problems and challenges faced by government and non-profit agencies. ***As a self-supporting public agency, we understand the needs of public sector clients and have served as a trusted advisor to our clients for 30 years.*** The distinctive mission of CPS HR is to promote human resource excellence in the public sector.

● ● ●

OUR VISION:

Enabling people to
realize the promise of
public service

● ● ●

With more than 100 full-time employees as well as 200+ project consultants and technical experts nationwide, CPS HR delivers breakthrough solutions that dramatically transform public sector organizations to positively impact the communities they serve. CPS HR is headquartered in Sacramento, California with regional offices located in Georgia, Maryland, and Texas.

We offer expertise in the areas of classification and compensation, organizational strategy, recruitment and selection, and training and development. CPS HR occupies a unique position among its competitors in the field of government consulting; as a Joint Powers Authority, whose charter mandates that we serve only public sector clients, we actively serve all government

sectors including Federal, State, Local, Special Districts, and Non-Profit Organizations. This singular position provides CPS HR with a systemic and extensive understanding of how each government sector is inter-connected to each other and to their communities. That understanding, combined with our knowledge of public and private sector best practices, translates into meaningful and practical solutions for our clients' operational and business needs.

Joint Powers Authority

Cooperative Personnel Services, doing business as CPS HR Consulting, is a national firm and is a governmental Joint Powers Authority (JPA) of the State of California. A JPA is a public agency created pursuant to the Joint Exercise of Powers Act (Government Code 6500 et seq). This Act allows two or more government agencies to establish a new public entity authorized to exercise those powers jointly held. A JPA is an instrumentality of a state or a political subdivision of a state and is not a registered corporation of any state. Cooperative Personnel Services was established under a "Joint Powers Agreement" by the State Personnel Board of the State of California, the counties of Sacramento and Sonoma, the Hayward Unified School District, the City of Anaheim, and the East Bay Municipal Utility District, and its purpose is to provide the opportunity for the joint powers "to discuss, study and solve common or similar problems with respect to modern human resource and related management processes."

CPS HR Principals

The names and contact information for CPS HR's officers are listed below. All officers' conduct business from our Sacramento office located at 241 Lathrop Way, Sacramento, CA 95815.

CPS HR Principals			
Title	Name	Phone	Email
Chief Executive Officer	Jerry Greenwell	916-471-3463	jerryg@cpshr.us
Marketing and Business Development Director	Geralyn Gorshing	916-471-3373	ggorshing@cpshr.us
Senior Practice Leader, Products and Services	Melissa Asher	916-471-3358	masher@cpshr.us
Senior Practice Leader	Jeff Hoye	916-471-3109	jhoye@cpshr.us
Practice Leader, State Government Services	Roger Ganse	916-471-3163	rganse@cpshr.us
Director of Products and Services	Vicki Quintero-Brashear	916-471-3481	vbrashear@cpshr.us
Chief Financial Officer	Sandy MacDonald-Hopp	916-471-3324	smacdonald-hopp@cpshr.us
Information Systems Director	David Powell	916-471-3107	dpowell@cpshr.us

Project Team

Proposed Project Members

Project Manager

We have selected **Ms. Cecilia (“Andi”) Bernard** to serve as the project manager for this engagement because of her strong project management skills and depth of experience with a broad range of classification and compensation studies. She brings to the CPS HR team over 20 years of experience in public and private sector human resources, of which 13 of those years included classification and compensation work for Riverside County and Orange County. Her role will be to work directly with the City and designated stakeholders to (i) ensure the City’s study needs and goals and objectives are understood and accurately communicated to City management, other key stakeholders, and the CPS HR Project Team; (ii) conduct client meetings; (iii) be responsive to all client requests; (iv) manage the work of the Project Team; (v) meet timeline and budget expectations; (vi) conduct quality control of deliverables; and (vii) meet/provide information/present results to the City’s stakeholders.

Consultants

CPS HR has assembled a uniquely qualified team of professionals to assist the City with its studies. We are committed to meeting the highest professional standards of quality, therefore team members have been selected for their relevant experience and professional maturity in dealing with project environments such as this. The consultants we have assigned for work under this contract are listed in the following organizational project staffing chart. **Resumes for each team member follow.** Each of our team members has broad and deep experience in public sector classification and total compensation systems and analysis, therefore, we do not have the need to include any subcontractors on this project.

PROPOSED CPS HR TEAM—STAFF EXPERTISE AT A GLANCE			
CPS HR Consultant Name/Role	Years of Experience	Classification	Compensation
Cecilia (“Andi”) Bernard, BS, Project Manager	20+	✓	✓
Joyce Douglas, MBA, CCP, Project Consultant	25+	✓	✓
Justin Tucker, MA, Project Consultant	5+	✓	✓
Greg Hammond, Ph.D., Project Consultant	2+	✓	✓
Barbara Santos, MBA, Project Consultant	25+	✓	✓

Résumés

Cecilia (Andi) Bernard, BS, Project Manager

Profile

Ms. Bernard is a Project Consultant with CPS HR Consulting. She has over 20 years of compensation and classification experience. She is an experienced professional with a successful track record of delivering effective strategies to obtain business initiatives. She has worked administratively and strategically with the Riverside Sheriff's Department and the Riverside County Department of Social Services while developing and maintaining trustworthy cross-functional partnerships with all levels of management. She has successfully lead multiple department initiatives to streamline systems and processes.

Education

- B.S., Chemistry, California State Polytechnic University, Pomona California, completed in 2000.

Employment History

- Project Consultant, CPS HR Consulting
- Senior Employee Relations Manager/Human Resources Manager, County of Orange, Human Resource Services (Santa Ana, CA)
- Social Services Human Resources Services Manager, County of Riverside, Human Resources (Riverside, CA)
- Sheriff's Human Resources Services Manager, County of Riverside, Human Resources (Riverside, CA)
- Senior Human Resources Analyst, County of Riverside, Human Resources (Riverside, CA)
- Human Resources Analyst II, County of Riverside, Human Resources (Riverside, CA)
- On-Premise Manager, Spherion, Recruitment & Staffing Branch (Ontario, CA)
- On-Premise Supervisor, Recruitment & Staffing Branch (Ontario, CA)

Professional Experience

- **County of Orange, Human Resource Services (HRS) - Santa Ana, CA**

Management responsibilities for all aspects of human resources over the Probation Department supporting approximately 1,200 employees. Core responsibilities for the Probation Department include records management, FMLA/ADA/PDL/EEO/WC compliance, workforce planning, classification and compensation, employee relations (sworn and non-sworn), labor relations, and leave management. Key accomplishments include:

- Established a classification and compensation presence on the Probation Human Resource Services Satellite Team. This included training Administrative Managers on fundamental concepts of classification studies including the involvement of labor unions, position description questionnaires, desk audits, reallocation recommendations for current employees, and workforce planning.
- Identified critical areas of noncompliance with FMLA, ADA, and POBR, and implemented training and procedures to mitigate financial liability.
- Established esteemed rapport with the Orange County Employees Association to implement complex side letters and settlement agreements impacting the daily operation of Juvenile Hall.

■ **County of Riverside, Human Resources (HR) – Riverside CA**

Social Services Human Resources Services Manager. Management responsibilities for all aspects of human resources over the Department of Public Social Services supporting 3,485 employees. Core responsibilities include recruitment, assessment, talent development, workforce planning, classification & compensation, employee relations, and leave management. Key accomplishments include:

- Reengineered the Eligibility Technician recruitment and expedited the process from approximately four months to seven weeks.
- Implemented a leave management system to return employees to work or manage their leave time expeditiously.
- Increased the time to certify recruitment lists from an average of 60 days to 28 days on average for the Department of Public Social Services.
- Managed analysts conducting classification and compensation studies including reviewing and authorizing PDQ analysis, classification and compensation recommendations, job specification revisions, the creation of new classifications and the reclassification of current employees.

Sheriff's Human Resources Services Manager. Management responsibilities for all aspects of human resources over the Sheriff's Department supporting 3,800 employees. Core responsibilities include recruitment, assessment, promotional processes, talent development, workforce planning, classification and compensation, employee relations, and leave management. Staff included up to 22 direct reports including supervisors, analysts, recruiters, clerical support, and polygraph examiners. Key accomplishments include:

- Executed a strategic recruitment initiative to hire 1,400 difficult-to-recruit law enforcement candidates through revamping and automating their paper-based recruitment model.

- Increased applicant assessments by 62% and decreased lag time of notification from six weeks to immediate notification.
- Reduced recruiting and hiring costs through recruitment automation, increased screening processes, and created more efficient use of staff time.
- Managed analysts conducting classification and compensation studies including reviewing and authorizing PDQ analysis, classification and compensation recommendations, job specification revisions, the creation of new classifications, reclassification of current employees, and the assignment of additional compensation for difficult to fill positions.
- Implemented a leave management system to return employees to work or manage their leave time expeditiously.

Senior Human Resources Analyst. Lead and mentor responsibilities over analysts and recruiters for employee relations, recruiting, classification and compensation, and leave management for a variety of County of Riverside Special Districts and the Department of Mental Health. Individual responsibilities included employee relations, performance management, classification and compensation, organizational development, and leave management. Key accomplishments include:

- Implemented performance management system and evaluation training to departmental management to increase employee productivity.
- Implemented a leave management system to return employees to work or manage their leave time expeditiously, and reduced the number of employees out unnecessarily.
- Built positive working relationships with union representatives instilling credibility as a misconduct investigator and, as a result, carried unchallenged cases.

Human Resources Analyst II. Analyst responsibilities for recruitment, assessments, classification and compensation, informal discipline, and organizational development for County of Riverside social services departments. Key accomplishments include:

- Conducted Position Questionnaire analysis, job interviews, and provided recommendations for the County's five-year cyclical Classification and Compensation studies.
- Developed, implemented, and facilitated written and oral assessments through the recruitment and selection process yielding qualified candidates in the difficult-to-recruit classification of Welfare Fraud Investigator.

■ **Spherion, Recruitment & Staffing Branch - Ontario CA**

On-Premise Manager. Executive responsibilities over staffing the United Parcel Service (UPS) with a contingent workforce for the South East California District, including the

management of one On-Premise Supervisor and three recruiters responsible for candidate sourcing for light industrial employees. Co-managed 300 contingent workers at UPS's distribution center while overseeing the staffers' operational performance. Key accomplishments include:

- Managed and increased profitability of a \$4M account by customer satisfaction and maximizing business development opportunities.
- Successfully filled high volume seasonal-requisitions within three days of request.
- Collaborated with UPS executives to provide flexible and reliable staffing in a challenging work environment and recruiting climate.
- Prepared and presented quarterly business reviews on employees' overall performance as it related to UPS's business goals.

On-Premise Supervisor. Supervisory responsibilities over 300 Spherion employees working at the UPS facility throughout their 24-hour operation. Accountable for operational performance, performance evaluations, misconduct investigations, employee and customer satisfaction, co-employment issues, workers' compensation claims, and OSHA training/orientation. Key accomplishments include:

- Utilized appraisals, recognition and focus meetings to increase line productivity.
- Counseled and motivated employees on the importance of work performance resulting in higher daily attendance.
- Assessed metrics to reduce workers' compensation claims through safety awareness.

Professional Associations

- Member of the California Public Employers Labor Relations Association (CALPELRA)

Joyce Douglas, CCP, EMBA

Profile

Ms. Douglas is a Project Consultant with CPS HR Consulting. She has more than 25 years of human resources experience. Her areas of specialty include compensation/rewards, performance management, organizational improvement, and Human Resources Information System (HRIS). She has served in the role of HR Manager and HR Director for a variety of private sector organizations including several large international companies.

Ms. Douglas has developed and administered total compensation programs in more than 20 countries. Areas of focus include: short-term incentives, long-term equity and cash, base salary and other reward programs by analyzing trends and aligning with organizational budget, goals and objectives to attract and retain talent. She has created executive offer packages and communications, supported design and administered short and long-term incentives, deferred compensation, perks, and base salary programs. She has managed both self-insured and fully insured employee benefits programs providing competitive benefit portfolio while at the same time managing cost for the organization at or below market.

Ms. Douglas has also managed multiple Human Resources Systems implementations and regular administration including: Workday, SAP, ADP and Ceridian in addition to other Human Resources web-based tools with a close eye toward internal effectiveness with other company systems, user experience and cost. She has designed and developed employee communications for benefits, compensation, integration, training and other Human Resources programs to facilitate employee understanding, utilization, and compliance with applicable laws. Conducted market analysis to insure policies were market competitive to assist in attracting and retaining talent and ensure legal compliance.

Education

- Executive M.B.A., Claremont Graduate University, CA
- B.S., Business Management, University Of Phoenix, CA

Professional Certification

- Certified Compensation Professional, (CCP)

Employment History

- Project Consultant, CPS HR Consulting
- Director, Compensation, Benefits and HRIS, Semtech Corporation, Camarillo, CA
- Director, Human Resources Technical Services, (Compensation & HRIS), Rio Tinto Minerals(a subsidiary of Rio Tinto), Denver, CO
- Human Resources Manager, U.S. Borax, a subsidiary of Rio Tinto, Valencia, CA

- Executive Director Human Resources, Cardinal Health: Nuclear Pharmacy Services, Woodland Hills, CA
- Program Director (prior roles: Human Resources, Human Resources Manager, Human Resources Supervisor), Cardinal Health: Nuclear Pharmacy Services, Woodland Hills, CA

Professional Experience

- Led multiple global compensation projects at Semtech Corporation to address internal equity, external market pressures, and increased competitiveness resulting in ability to retain key talent
- Implemented a new benefits carrier and upgraded the enrollment system at Semtech Corporation generating an annual cost savings in excess of \$300K and allowing the program administration to be more efficient and accurate; Guided Human Resources global integration team for a major acquisition including; compensation, benefits, policies and procedures and the integration of employee data into the Workday HRIS system, resulting in the timely completion of the project within budget
- Supported 4,500 employees in 40 locations and 18 countries, including unionized labor while at Rio Tinto Minerals; Responsible for a management team supporting; global compensation, HRIS/employee data management, Human Resources compliance, policies and procedures, and M&A integration and divestitures
- Completed top tier Senior Executive Compensation integration for Rio Tinto Corporate Alcan Inc. acquisition, (USD \$38.1 Billion), securing top talent and a successful integration
- Developed global variable and base pay programs covering 18 countries and 1,000 salaried/professional roles achieving global strategic alignment and significantly improving market competitiveness
- Led integration of three business units' compensation, web-based systems and Human Resources policies and procedures creating strategic alignment in employee practices nationally
- Created Rio Tinto Minerals global employee database, integrated global total rewards system improving manager visibility and decision making, administration and process efficiency/accuracy as seen in reduced errors and redo's
- Achieved 10% –25%, (\$8M), in cost savings, over a 3 year period at U.S. Borax, by effectively managing and administrating Workers' Compensation and LTD claims and liability
- Designed and implemented new base salary and variable pay programs replacing antiquated system and enhancing the organization's ability to attract and retain employees by aligning short-term and long-term pay competitively to the market
- Facilitated successful resolution of several high-liability employee relations' issues

- Responsible for the management of compensation, benefits, HRIS, corporate employee relations, compliance, and payroll. Supported three business units with 4,500 employees in over 140 locations in 33 states and 5 countries. Managed 30 staff members and directly responsible for a \$4M budget
- Achieved 20% lower benefits cost than national average from 1994 – 2002, saving over \$12M cumulatively with creative plan design and employee cost sharing strategies while at Cardinal Health: Nuclear Pharmacy Services
- Provided leadership in the implementation and administration of compensation programs, (including: base, incentive, and equity), that supported an engaged workforce and assisted in driving unprecedented company performance within a four-year period resulting in a stock split and ultimate acquisition by Cardinal Health
- Partnered with management to design dozens of variable pay programs to attract and retain high-caliber talent and deliver exceptional business performance.
- Managed the Human Resources implementations of SAP, ADP, Ceridian, Fidelity, and other web-based applications resulting in all projects completed within the milestone timelines and within budgets.
- Architect and leader for change initiative in Open Book Management saving \$1M over a two-year period.

Justin Tucker, MA

Profile

Mr. Tucker is an HR Consultant with CPS HR Consulting. He has a Master's Degree in Industrial & Organizational Psychology with vast experience in surveys, job analysis, need analysis, statistical procedures, and program evaluation.

Education

- M.A., Industrial and Organizational Psychology, Western Kentucky University, KY
- B.A., Psychology, University of Alabama, AL

Employment History

- HR Consultant, CPS HR consulting
- Industrial Psychologist, FedEx Freight
- Assessment & Development Spct, Personnel Board of Jefferson County, AL
- Training & Development Intern, Biltmore Estates

Professional Experience

- Plan and utilize applied industrial psychology methodology (e.g., surveys, job analyses, need analyses, statistical procedures, and program evaluations)
- Assist with the design, development, and implementation of content valid performance management and selection procedures.
- Assist in the research, design, and implementation of training/education in HR procedures including assessment, selection, and performance management.
- Perform statistical analyses and interpret data for a various human resource issues (e.g., employee survey results, AI analysis).
- Participate in or coordinate projects and/or Subject Matter Expert teams working to resolve specific human resources issues.
- Update policies, procedures, and intranet sites needed in the areas of assessment, selection, performance management, training, and testing.
- Conducted job analyses by gathering background information, meeting with subject matter experts, and collecting and analyzing data in order to define job domains (e.g., work behaviors, tasks, and KSAs).
- Developed legally defensible and content valid selection tools (e.g., structured interviews, work samples, minimum qualifications) based on job analyses.
- Assisted in yearly Classification and Compensation survey of jobs by conducting job analyses and desk audits to identify and document changes in work tasks, and to determine if employees are properly classified.

Gregory Hammond, PhD

Profile

Dr. Hammond is an HR Consultant with CPS HR Consulting. He is a Ph.D. in Industrial & Organizational Psychology that enjoys direct interpersonal contact and problem solving as well as both learning and instructing.

Education

- Ph.D., Industrial and Organizational Psychology, Wright State University, Dayton, OH
- M.S., Industrial and Organizational Psychology, Wright State University, Dayton, OH
- B.S., Psychology, Michigan State, East Lansing, MI

Employment History

- HR Consultant, CPS HR consulting
- Graduate Teaching Assistant, Wright State University
- Associate Consultant, HR Chally Group

Professional Experience

- Conducted job analyses for multiple validation studies across industries
- Generated executive summaries of data collected from clients in various industries
- Led a project to refine the job analysis techniques used
- Generated technical summaries of the validation process for client companies
- Assisted in the generation of a project proposal for a client
- Developed items for selection tools
- Provided instruction for a total of 7 research methods and statistics labs as well as 11 introductory psychology labs
- Organized and conducted research on job attitudes and psychometrics.
- Performed data collection and screening, conducted experimental sessions, trained undergraduate research assistants and analyzed data.

Skills, Abilities and Experience

- Dynamic Thinking
- Employee Selection & Job Analysis
- Job Attitudes & Analysis of Turnover
- Statistical Analysis & SPSS
- Job Performance

Barbara Santos, MBA

Profile

Ms. Santos has more than 25 years of Human Resources management and consulting experience. Her areas of expertise include classification, compensation, recruitment and selection, employee relations, training, and strategic management.

Education

- M.B.A., Management Pepperdine University
- B.S., Microbiology/Chemistry, CSU Fresno

Employment History

- Consultant, CPS HR Consulting
- Human Resources Director, Community Medical Centers, Inc.
- Deputy Director of Human Resources, City of Modesto
- Director of Human Resources, City of San Bruno
- Director of Human Resources, County of San Joaquin
- Director of Human Resources CPS HR Consulting
- Consultant, CPS HR Consulting
- Consultant, Becker Bell
- Consultant, Independent

Competency Areas

- More than 15 years of classification experience in public and private agency classification experience with studies ranging from single position studies to agency wide and multi-agency studies. Recognized as a subject matter expert with experience testifying in hearings and in court on multiple occasions.
- 15+ years of compensation experience including traditional private and public sector salary surveys and total compensation studies. Projects have included implementation of broad banding, pay for performance, and bonus based compensation programs. Recognized as a subject matter expert having testified in hearings and in court on multiple occasions.
- Conducted classification and compensation studies for County of Monterey, several classification and compensation studies including management and sworn law enforcement; also for the City of Lynwood, CA; City of West Hollywood, CA; County of Placer (Classification and organizational study of Probation department); Classification and Compensation study Metropolitan Water District – classification and compensation

study of all management and professional classes; City of Sacramento, CA for all management, professional and confidential classes; County of Sacramento Several classification studies and internal salary recommendations including human resources and labor relations classifications; County of Stanislaus for eligibility workers and social workers and also the behavioral Health program.

- 25 years of employee relations experience including labor relations experience in public and private sector including grievance investigation and resolution, disciplinary investigations, hearings and EEO investigations. More than 20 years' experience as chief negotiator in public and private sector using both traditional and interest based negotiations. Chaired numerous labor management committees, conducted concession bargaining and negotiated implementation of pay for performance and classification studies.
- Management experience in all phases of human resources including Personnel, Recruitment and Selection, Classification and Compensation, Labor and Employee Relations, Employee Benefits, Risk Management, Worker's Compensation, Training and Staff Development and Equal Employment Programs.
- Organizational strategy experience as both a line manager and consultant in assessing HR program effectiveness and implementing process and program improvements. Significant experience in labor relations strategy and implementation of strategy.
- Over ten years of experience in recruitment and selection including management (CEO, department heads and directors), professional (physicians, engineers, nurses and allied health professionals), law enforcement (police and fire) and general maintenance and administrative staff. Experience in developing and administering written, oral and performance examinations, remote sourcing and staffing and executive search.
- 30 years of experience in training delivery including time management, ethics, EEO, sexual harassment, workplace violence, supervisory training and orientation. Over 15 years' experience developing training programs including supervisory training, new employee orientation, sexual harassment and workplace violence.
- Over 15 years project management experience including reengineering recruitment processes, and leading major classification and compensation studies.
- Served as chief negotiator for two contracts for Labor Negotiations, Valley Consortium for Medical Education
- Served as a classification and compensation expert witness, CDCR. Determined comparable wage for Prison Industries programs in several prisons as part of a lawsuit and testified in court as an expert witness. Calculated back pay for each prisoner based on comparable wage determination

- Provided policy and procedure development for Yolo County Water Authority. Reviewed and revised personnel policies and procedures to ensure compliance with federal and state laws.
- Provided review and revision of the Trial Court Model Classification Plan on a classification study of the Administrative Office of the Courts
- Conducted a Classification and Compensation Study for: Shasta and Trinity County Superior Courts; for Yuba, Sutter, Glenn and Butte County Superior Courts, developed a common classification system for the four courts so positions would be interchangeable
- Conducted an audit of personnel function – City of Tacoma
- Policy and procedure development services to Nome, Alaska Community Services
- Worked on a performance management and pay for performance project for the Superior Court County of San Diego development and implementation of court wide performance management system including developing standards of performance for all classifications and implementation of broad banding and pay for performance for professional and management classes
- Provided development and implementation of performance standards and performance management system for non-management classes for Superior Court, County of Tuolumne
- Provided a classification and internal salary alignment for the Superior Court County of Stanislaus.
- Developed personnel policies and procedures and assisted in transition of court from County to Administrative Office of the Courts for Superior Court, County of San Joaquin.
- Provided numerous single positions classification studies as well as larger department wide studies for the County of El Dorado.
- Assumed countywide study of all clerical classifications from another consultant and brought to completion for the County of San Joaquin.
- Development of personnel policies, County of San Joaquin IHSS
- Served as HR Advisor on all HR functions, executive search, and disciplinary investigation assistance to the Salinas Valley Solid Waste Authority.
- Served as HR Director, United Way California Capitol Region.

Overview and Approach

CPS HR's Understanding of the Scope of Work

The City of Perris (City) is seeking the services of a consulting firm qualified and experienced in the development and implementation of classification and compensation systems. The overall purpose of this study is to ensure that (i) the City's classification structure is sound; (ii) classification specifications are reflective of the work performed; (iii) positions are properly allocated within the classification structure; and (iv) the City salaries are externally competitive and internally equitable.

For this study, the City currently has sixty-one (61) classifications representing approximately seventy-five (75) employees. Of the classifications, forty-six (46) are filled, three (3) are unfilled/vacant, eleven (11) are considered "other existing", and there is one (1) request to create a new classification. The desired outcomes of a comprehensive classification and compensation study include:

- A classification structure that is easily understood, with current job descriptions where distinctions between classifications are clearly identified, and individual positions are allocated to the correct classifications.
- A sustainable compensation system that is competitive in the marketplace, internally equitable, and integrated with the classification system.

CPS HR believes that the proper development and implementation of a comprehensive market based compensation plan, combined with a structured approach to internal equity through whole job analysis, provides a sound foundation for a compensation plan. Over the course of this study, CPS HR will address all aspects of the City's Request for Proposal with respect to its classification and compensation issues by:

- Reviewing City's current classification and compensation structure.
- Reviewing all of the City's job descriptions and other background materials to ensure a comprehensive understanding of each classification and the City's operational needs.
- Reviewing the labor market and making recommendations as appropriate, and conducting a compensation survey of benchmark classifications to be surveyed within the City's designated labor market. Included later in this proposal is an itemized list of data collected within the Compensation study.
- Recommending a methodology to be used in the City's internal equity process. The recommended salary structure will be developed to achieve market competitiveness and internal equity, with a rationale for placement of classifications within the structure.
- Providing the methodologies used in the study for ongoing maintenance and administration of the classification and compensation plan.

- Providing guidance for project strategy development and successful completion by setting joint goals during initial meetings, establishing a communication plan, identifying potential roadblocks and solutions, and discussing an implementation process.

Approach and Methodology

Our approach to consulting can be summarized in the following four statements:

- CPS HR believes that building a solid foundation for human resource management will best support an organization's efforts to achieve its mission and goals. We view the human resources function as a systems model that integrates success factors and best practices across the human resources span of control, while aligning with the external and internal factors that support its solid foundation. The use of this systems approach eliminates or mitigates the unintended consequences of making decisions which place human resources programs in silos, rather than on a continuum.
- CPS HR fully understands that classification and compensation studies require an iterative, collaborative, and flexible approach, rather than an approach based on imposing change, and our work plans are designed to be inclusionary and collaborative with all City stakeholders.
- Classification and compensation systems should be designed to serve as a foundation for an organization over many years, through both good and bad economic times. We believe our greatest strength is our ability to work with our clients to develop well thought out systems which will withstand changing operational and economic conditions.
- We view our clients as our business partners; our goal is to form strong and collaborative partnerships with our clients to assist them in achieving their missions. It is through such partnerships that CPS HR achieves our own mission to promote HR excellence in the public sector.

Classification Study Work Plan

Task 1 – Receive and Review Background Material. Upon contract execution, CPS HR will gather background information including the following materials:

- Organization Charts
- Classification Specifications (Electronic copies preferred)
- Benefits Summaries
- Relevant Policies and Procedures
- Memorandums of Understanding

Task 2 – Initial Project Meetings. The CPS HR Project Manager will meet with the City's Human Resources and Risk Supervisor and designated key stakeholders to initiate the project, and to confirm study goals, objectives, and methodologies. During this meeting, CPS HR and the City

will discuss and agree upon a communication plan for this study, since open and consistent communications with many stakeholders are key elements in project acceptance and success.

Task 3 – Develop Job Evaluation Tools. CPS HR will develop tools to ensure valid information is gathered, analyzed, and documented consistently. This activity includes finalizing a Position Description Questionnaire (PDQ) based on current Job Specifications for approval by the City. Each questionnaire is designed to capture specific information with reference to current jobs duties, and to be used in studies with multiple analytical goals such as position allocation, classification specification development/revisions, and the identification of compensable factors.

Task 4 – Conduct Orientation Sessions. The CPS HR Project Manager will draft a memorandum to all employees included in the study and invite them to attend a study orientation session. The purpose of these sessions is to (i) communicate study goals, methodology and processes; (ii) provide the PDQ and explain to employees how the document should be completed; (iii) explain the role of employees, supervisors and managers in the study; and (iv) respond to any and all employee questions on the study process. These tasks and processes are critical in gaining employee understanding, trust, and acceptance of the study. Where possible, human resources staff should attend one of these meetings to familiarize themselves with employee questions and the responses to those questions.

Task 5 – PDQ Completion. All study employees will have the opportunity to provide information on the duties and responsibilities as it relates to job specifications, duties not covered in the job specification, minimum qualifications, and physical demands. Each incumbent's supervisor will then review the collected data to ensure that the incumbent has accurately and sufficiently captured all pertinent information on job context and work output.

Task 6 – Receive and Review PDQs/Prepare for Interviews. The CPS HR Project Team will thoroughly review each PDQ to obtain an understanding of the duties and responsibilities assigned to each position. Job audit interview questions for study employees will be developed based upon the results of the documentation review. CPS HR project team members will develop an interview schedule and will coordinate the schedule with the City's designated staff member (this individual will assume responsibility for coordinating the interview schedule with CPS HR and the study employees, notifying employees of their allotted time and date, making changes to the schedule, notifying all parties concerned, and for reserving any conference rooms).

Task 7 – Conduct Job Evaluation Interviews. In addition to the written PDQs, CPS HR will conduct job evaluation interviews or focus group meetings with appropriate study employees to ensure CPS HR has a complete understanding of the duties and responsibilities assigned to each position. Interviews with supervisors or managers may also be held to further clarify information documented on their subordinate employees' PDQs. For planning purposes, each identified individual interview is approximately 30 minutes and supervisor or manager interviews range from 45 minutes to an hour.

Task 8 – FLSA Analysis. The Project Team will analyze the duties and responsibilities of each position and provide recommendations to ensure compliance with the Fair Labor Standards Act (FLSA) exempt/non-exempt designations. Each position will be thoroughly reviewed based on the duties, responsibilities, scope of authority, and span of control for purposes of determining whether it is exempt or non-exempt under FLSA. We will provide a brief write-up on any positions that we find are not properly designated and summarize all other positions. The CPS HR Project Team will prepare a summary report in a table format presenting the following information:

- Employee name; Current classification; Current FLSA status; Recommended FLSA status; Exemption type (if applicable); Brief summary on the rationale for the exemption (if applicable)

Task 9 – ADA Analysis. The Project Team will assess each position's essential functions. CPS HR will prepare a questionnaire as part of the data collection effort to gather information about the physical demands. In addition, the Project Team will capture data through the PDQs about essential functions. These essential functions will be verified through discussions with incumbents and supervisors.

Task 10 – Analyze Classification Data/Prepare and Present Draft Classification Report. The Project Team will analyze all information collected from the incumbents and his/her supervisor/manager, and interviews to identify the job level; scope; typical duties; requisite knowledge, skills, abilities; and other job-related characteristics. This analysis will be used to make recommendations on how the study position(s) should be allocated within the City's classification structure; however, there are sometimes instances where there is no current classification to which a position can be assigned. In that case, after consultation with the City, CPS HR may recommend the introduction of a new classification. Depending on the City's preference review of the Draft Classification Report can be budgeted to be conducted on-site or via a conference call.

Task 11 – Develop and/or Revise Classification Specifications. Once the City has approved the Draft Classification Report, the classification specifications will be revised accordingly. The format for classification specification revisions will be submitted to the City for approval. Our methodology for this task will result in:

- Accurately identifying the specific essential duties and responsibilities; required knowledge, skills, and abilities; minimum education and experience requirements; and minimum special qualifications for each position in the study.
- Reviewing, revising, editing, and developing written classification specifications for each study classification that clearly specify and describe a general statement of duties; any distinguishing features of the class; essential duties, knowledge, skills, and abilities; acceptable minimum education and experience; and required special training and certifications.

- Describing the typical work environment for the classification.
- Ensuring compliance with the provisions of the Americans with Disabilities Act.

Task 12 – Prepare and Submit Classification Report. CPS HR will research any comments and issues raised during the on-site review of the Draft Classification Report. Once these have been resolved, an original and the requested number of copies of the Final Classification Report will be submitted and presented to the City. The City will be responsible for approving and implementing classification specification content changes through their standard process, including any necessary notifications to employees, employee representatives, or their Department of Human Resources.

Compensation Study Tasks

The compensation work plan outlined in this section is intended to define all tasks within a comprehensive total compensation study from labor market selection to final reports, and the types of deliverables associated with the task.

Task 1 – Review the City’s Background Materials. Upon contract execution, CPS HR will request background information from the City in order to ensure the CPS HR Project Manager is prepared for the initial meeting. Typical material requests for compensation studies include salary schedules, benefits summaries, compensation policies and procedures, classification specifications, and any other documents relevant to the study.

Task 2 – Initial Project Meeting/Labor Market Agency and Benchmark Selection. The CPS HR Project Manager will meet with the City’s Human Resources and Risk Supervisor and key stakeholders to discuss the study methodologies, deliverables, timelines, communication, and data collection methods. The CPS HR Project Manager will be available to conduct a workshop with these key stakeholders to discuss the following elements of compensation policy if so desired:

- Labor Market Agency Selection - This section of the workshop focuses on the typical labor market selection criteria and the process by which CPS HR will evaluate and prepare recommendations for the City’s labor market agencies; such selection criteria typically includes:
 - Geographic Proximity
 - Size of the organization (measures may include number of employees or population)
 - Services provided
 - Past labor market agency practices
 - Cost of Living/Cost of Wages

- Additional workshop topics are
 - Use of private sector data
 - Labor market position (i.e., median, mean, or other percentile)
 - Benchmark classifications to be selected based on the following criteria:
 - They should be classifications for which counterparts can readily be found in surveyed employers so that sufficient compensation data can be gathered. Classifications which have a large number of comparables from other agencies are generally selected as benchmark classifications.
 - Benchmark classifications should have significant relationships to other classifications in their occupational group. This ensures that they will make good reference points in relating and establishing salaries for other classifications within their occupational groups.
 - Elements of total compensation to be surveyed

Using the selection criteria, the CPS HR project team will conduct research on potential labor market agencies and will provide the City with recommendations concerning the survey agencies and benchmark classifications to be used in the study. The budget for this proposal assumes that no more than fifteen (15) benchmark classifications for Option I, or no more than eighteen (18) for Option II, will be surveyed within a labor market of no more than 12 public sector agencies. In order to reduce costs, CPS HR recommends the City assist with the collection of survey data from other agencies. We have found that agencies are much more likely to respond to a colleague than a representative from a consulting firm.

Task 3 – Design, Develop and Distribute the Survey Instrument. The CPS HR project team will develop a comprehensive survey instrument to ensure the effective collection of salary data (and benefits information for total compensation studies) from each of the survey agencies. The survey instrument will include a brief description of each of the survey classifications with a request for the minimum and maximum monthly salary for each. CPS HR’s survey instrument is designed to be completed electronically or, if need be, in hard copy. For a total compensation study, the following elements of total compensation and the benefits practices outlined below are often collected:

- Cash add-ons premium pays such as:
 - Longevity pay; Deferred compensation; Agency contribution to medical, dental and vision programs; Agency contributions to defined-benefit retirement programs and Social Security practices
- Paid time off practices such as:
 - Holiday leave; Vacation and sick leave; Administrative leave

Task 4 – Review, Analyze, and Validate Labor Market Survey Data. To ensure the City receives the most accurate data for its studies, CPS HR will not solely rely on the completed surveys received from the labor market agencies without checking the validity of the submissions. Thus, in conjunction with the survey instrument received from each labor market agency, the project team will review any additional survey agency background materials such as copies of classification specifications, organization charts, staffing information, and other useful materials to substantiate the accuracy of the comparability of the matches. It is critical that the project team review such documents since titles alone can often be misleading and should not be relied upon. Further, CPS HR is committed to attaining full participation from the labor market agencies, either through obtaining each agency's agreement to complete the survey, and/or by the project team's completion of surveys as needed. Once the project team has completed their survey analysis tasks, the CPS HR Project Manager will audit the final data as part of our quality review process.

In order to determine whether a match from a labor market agency is comparable to the City's benchmark, CPS HR utilizes a whole job analysis methodology; this commonly used methodology analyzes the job as a whole, rather than by individual factors, by evaluating the core duties and responsibilities, the nature and level of work performed, and the minimum qualifications to determine whether the classification is comparable enough to be utilized as a match. The methodology recognizes slight differences in duties assigned to matches from other labor market agencies which do not impact the type, nature, and level of work performed. Matches should not be so broad that they include classifications performing dissimilar work, or work done at a higher or lower level, but they also should not be so narrow that they exclude matches doing comparable work, with slight differences in work that do not change the level and nature of work.

Task 5 – Design and Develop Data Spreadsheets. CPS HR will develop an individual data sheet for each survey classification that presents the comparable classification used in each agency with the relevant data associated with that classification, such as the salary range minimum and maximum. The labor market data analyses will be conducted based upon the labor market position affirmed within the City's compensation philosophy (e.g. median, mean, or other percentile). Each comparable match for each survey classification is reported in the relevant data sheet for full disclosure and review by others. We find this level of transparency in matching provides for a better understanding and acceptance of study results.

Task 6 – Conduct Benefits Analysis. The benefits data submitted from the labor market agencies will be incorporated into the base salary data sheets to provide an overview of employer paid compensation analysis.

Other analyses can be conducted based upon the City's needs.

Task 7 – Conduct Internal Equity Analysis/Prepare Draft Salary Recommendations. A comprehensive and balanced pay program is the result of the analysis of external labor market data, combined with an analysis of important internal relationships that reflect the City’s value system of jobs. With the whole job methodology, the internal pay relationship analysis for non-benchmark classifications will involve a number of steps in order to arrive at sound and equitable relationships. Among others, the most important of these will include:

- Analysis of existing and historical pay relationships
- Development of consistent, uniform, and realistic guidelines for determining internal relationships including span of control, nature and level of work performed and related components
- Recommendation of equitable and appropriate internal relationship differentials based on the above

Provided is the methodology CPS HR utilizes for establishing salary levels for benchmark and non-benchmark classifications in our compensation studies. This methodology would be applied to all City study classifications.

- The first step is to conduct a comprehensive review of the survey results to identify benchmark classifications to be used in the salary setting process.
- The second step is to establish salary recommendations for these benchmark classifications by setting the salary level based on the market data.
- The third step is to conduct a comprehensive review of the City’s current internal alignment differentials to determine what their practices are, and if they should be adjusted.
- The fourth step is to apply recommended internal differentials within job families to build the salary recommendations for classifications which have significant relationships to each other because they are in the same job series or family.
- The fifth step is to determine what classifications remain that are not benchmark classifications, or classes that minimal comparable data was available for, and are also not part of a job series or family. These classifications are then reviewed to determine which classifications are the subject classifications currently internally aligned with and whether that relationship should be changed. Evaluation factors include the nature and level of work performed, as well as the minimum qualifications.

The four steps are followed for each classification within the pay plan. The salary recommendations for each study classification will display the following information:

- Classification title
- Current monthly range maximum

- Recommended monthly range maximum
- The percentage difference and/or dollar amount difference between the current and recommended monthly range maximum

This information will provide the City with the percentage and dollar amount of any increase on a classification-by-classification basis.

Task 8 – Prepare Draft Compensation Report. The project team will develop a Draft Compensation Report detailing the results of the labor market survey. This draft report will comprise the following:

- Scope of the study
- Labor market agencies, including the methodology utilized to identify the recommended agencies
- Study benchmarks, including the methodology utilized to identify benchmarks
- Labor market data analysis/methodologies
- Results of the base salary survey
- Overview of the employer paid benefits with comparators
- Results of the compensation analysis
- Salary recommendations for all classifications

The CPS HR Project Manager will meet with the City and key stakeholders to discuss the Draft Compensation Report and to respond to any questions, comments or concerns on the report.

Task 9 – Research and Resolve Issues/Prepare the Final Total Compensation Report. Based upon the City's review of the Draft Compensation Report, the project team will follow-up and resolve any outstanding compensation issues. Hard and electronic copies of the Final Compensation Report will be delivered and presented to the City.

Task 10 – Implementation Strategy

This phase of the study involves moving the plan from the design stage to the implementation stage. CPS HR envisions working with the City's Internal Project Manager, and any other stakeholders to engage them in a dialogue on the processes, methodologies, goals and objectives of the new salary system; to consider what those changes will mean to them on a collective and individual basis; and to foster dialogue that leads to general and mutual understanding and acceptance of these changes.

It is CPS HR's standard practice to assist our clients with evaluating and developing a method to implement compensation changes that are identified as a result of the study and this is included within the proposed budget. Our salary recommendations will provide the City with the percentage of pay required to maintain each classification at the desired market position, as well

as an average percentage of all classifications within the compensation plan. CPS HR can also provide information on typical implementation strategies such as Step-to-Step and Closest Dollar. However, CPS HR does not provide a detailed analysis of individual employee implementation and costs, since our clients typically utilize their own systems for that purpose.

Project Timeline

The team members selected will be dedicated to this project to ensure that the deadlines for completion are met. The classification and compensation study timeline provides a thirteen (13) week timeline to the submission of the final classification and draft compensation report. The timeline to the submission of the final compensation report provides for sixteen (16) weeks. The final timeline after that point is highly dependent on any dialog/meetings/time the City will need to review the data internally. CPS HR would be able to commence work on this project upon successful completion of a fully executed contract. We understand the City is requesting that the final study results and report be available no later than February 27, 2017.

Our timeframes are based upon the assumption that (i) the selected labor market agencies will provide the information required within the specified timeframe, and that (ii) the City will be able to review, comment on, and approve study products within agreed upon timeframes. During the study, the CPS HR Project Manager will provide the City with interim status reports weekly on project progress and will assess any impacts on the timeline. We use sound and proven project management procedures to ensure our engagements are completed in a timely manner. We provide more detail on those procedures on the following pages.

Task #	Classification Study <i>*weekly updates will be provided by CPS HR project manager</i>	Week Number(s)
1	Receive and Review Background Material	1
2	Initial Project Meetings	1
3	Develop Job Evaluation Tools	1
4	Conduct Orientation Sessions (Management Team and Employees)	2
5	PDQ Completion	3
6	Receive and Review PDQs/Prepare for Interviews	4 – 5
7	Conduct Job Evaluation interviews (Managers and Employees)	6
8	FLSA Analysis	7 – 8
9	ADA Analysis	7 – 8
10	Analyze Classification Data/Prepare Draft Classification Report	8 – 10
11	Confirm, Develop, Revise Classification Specifications	11 – 12
12	Prepare, Submit, and Present Classification Report	13

Task #	<i>Compensation Study</i> <i>*weekly updates will be provided by CPS HR project manager</i>	Week Number(s)
1	Review the City's Background Materials	1
2	Initial Project Meeting/Labor Market Agency and Benchmark Selection	2
3	Design, Develop, and Distribute Survey Instrument	3
4	Review, Analyze, and Validate Labor Market Survey Data	4 – 7
5	Design and Develop Data Spreadsheets	8 – 9
6	Develop Comparator Benefits Overview	10
7	Conduct Internal Equity Analysis/Prepare Draft Salary Recommendations	11 – 12
8	Prepare Draft Compensation Report	13
9	Research and Resolve Issues/Prepare and Present the Final Compensation Report	14 – 15
10	Implementation Strategy	16

Project Management and Communication

We will use sound project management procedures and ongoing communication to ensure project success. CPS HR uses a comprehensive approach for planning, organizing, directing, and controlling consulting engagements. Our approach, which follows, is designed to ensure a focused and efficiently executed project.

Quality Control/Quality Assurance (QA/QC)

CPS HR is convinced that the key ingredient to a successful consulting assignment is an effective combination of sound project management procedures, high-quality project team members, and good customer service. Effective project management is required to provide for the orchestration and timely flow of activities, an ongoing feedback and adjustment mechanism, and the judicious use of time.

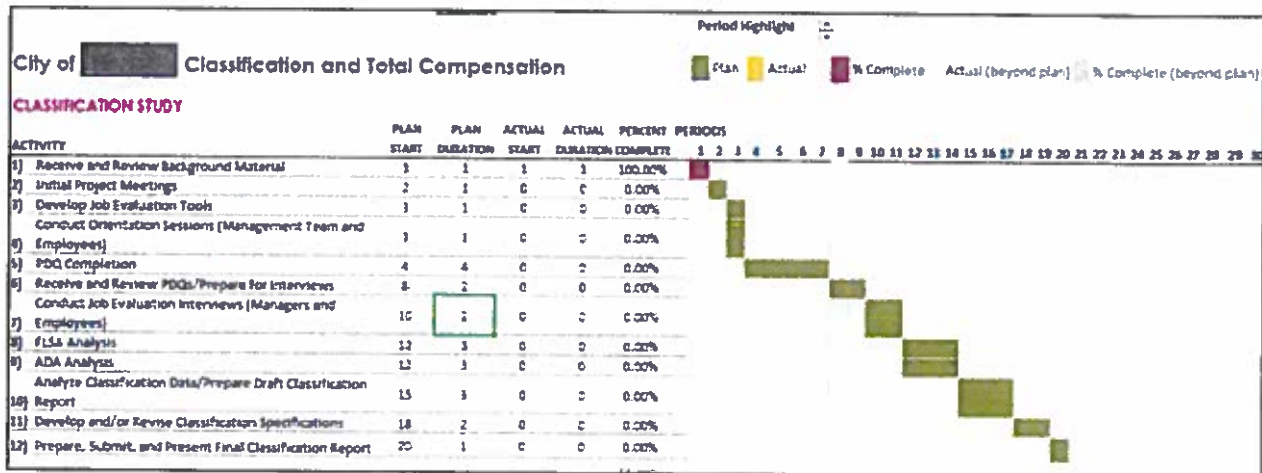
- **Providing ongoing monitoring and control of project activities.** Unforeseen developments or changes in circumstances may warrant changes in emphasis, revisions to the approach in certain areas, or other modifications of planned work activities. Active project management provides greater assurance that such redirection will occur when warranted by circumstances.
- **Ensuring the optimum management of the time available to complete the project.** Effective time management is a skill required of experienced professionals. Sound project management can optimize the overall effectiveness of the project team's efforts and provide a greater assurance of meeting milestones and budgets.

- **Providing for the continuous reinforcement of the project's objectives.** A major role of project management is to ensure that the consulting team consistently adheres to the proper perspective in facilitating the project.

CPS HR is dedicated to the commitment of its full complement of resources for the success of all projects. The team members who will be working on this project will be readily accessible and are committed to meeting all deadlines and scheduled timeframes. We employ several processes and procedures to ensure that projects are on time, within budget, and of high quality. Specific project management tools and procedures used by CPS HR are described below.

- **Project Status Tracking:** CPS HR will utilize a Gantt Chart in order to visualize project goals and deliverables against time. In addition, it is customary for CPS HR to manage time and invoicing with a Project Status Report. Examples follow.
- **Project Team Communication:** The CPS HR Project Team will meet on a weekly basis to confirm progress for each proposed task.
- **Quality Assurance:** As each deliverable is produced, a Project Consultant or Project Manager, separate from the originator of the deliverable, will review the document to ensure the quality of work.

Sample Project Gantt Chart



Sample Project Status Report



PROJECT STATUS REPORT

City of [REDACTED] -- Classification and Total Compensation Study

Project Status for Week Ending: July 13, 2014

Task #	Task Description	Due Date	Completion Date	Status	Comments	Completed Within Budget
1	Initial project meeting	6/19/14	6/19/14	Completed	Meeting with Deborah, Chris and Ann-Marie	Yes
2	Design, develop and distribute survey instrument	7/7/14	7/8/14	Completed - surveys due back on 7/31/14	Surveys sent to all labor market agencies	Yes
2a.	Follow up with outstanding survey agencies	8/8/14				
3	Review, analyze and validate labor market data	9/5/14				

Price Proposal

Professional Fixed Fee

Option I

The professional fixed fee to complete the City's classification study as described in this proposal is: **\$15,240 plus expenses**. The professional fixed fee to complete the City's compensation study as described in this proposal is: **\$14,630 plus expenses**. *Itemized breakdowns of the Professional Fixed Fee for the classification and compensation studies follow.*

Thus, the total Professional Fixed Fee for both studies would be **\$29,870**.

Option II

The professional fixed fee to complete the City's classification study as described in this proposal is: **\$19,260.00 plus expenses**. The professional fixed fee to complete the City's compensation study as described in this proposal is: **\$16,677.50 plus expenses**. *Itemized breakdowns of the Professional Fixed Fee for the classification and compensation studies follow.*

Thus, the total Professional Fixed Fee for both studies would be **\$35,937.50**.

Our professional fixed fee includes the following trips: (a) Project Initiation Meetings and Orientation Sessions; (b) Job Evaluation Interviews (Multiple Days); (c) Presentation of the Draft Classification Report to the City and designated stakeholders; (d) Presentation of the Final Classification and Compensation Reports to the City and designated stakeholders.

Reimbursable Expenses

Actual out-of-pocket expenses for such items as consultant travel, printing/copying, binding, and postage/delivery charges are reimbursable at cost. There is no mark-up on expenses. We estimate a total of **\$1200** for expenses.

CPS HR will bill professional service fees and any incurred expenses as a direct pass-through on a monthly basis.

CPS HR is flexible with the proposed work plan; alternate approaches may be discussed with the City which may in turn change the proposed cost of the project. As described in this proposal, the methods, approach, timelines, as well as the proposed fee, have been prepared as accurately as possible based upon the services requested and study objectives described in the information provided to CPS HR. The proposed professional fees reflect the steps and time necessary to conduct the study in a sound, thorough, and sustainable manner, including *important input and review by the City and designated stakeholders* to accomplish the study objectives. If changes or additional services are required, we will be happy to discuss changes to the project activities, schedule, and/or fee proposal.

Rates for Additional Services

A rate schedule is presented for any additional work desired by the City that is not specified in the work plans prepared for this proposal.

Project Staffing Category	Hourly Rate
Project Manager	\$140
Project Consultant	\$110
Project Technician	\$65

Itemized Cost Tables

Classification Study

Classification Study Itemized Cost Table			
#	Tasks	Option I 46 Classes	Option II 60 Classes
1	Receive and Review Background Material	\$920	\$920
2	Initial Project Meetings	\$450	\$450
3	Develop Job Evaluation Tools	\$170	\$470
4	Conduct Orientation Sessions (Management Team and Employees)	\$280	\$280
5	PDQ Completion	\$60	\$60
6	Receive and Review PDQs/Prepare for Interviews	\$1,500	\$2,050
7	Conduct Job Evaluation interviews (Managers and Employees)	\$2,260	\$3,800
8	FLSA Analysis	\$880	\$990
9	ADA Analysis	\$440	\$550
10	Analyze Classification Data/Prepare Draft Classification Report	\$4,820	\$5,260
11	Confirm, Develop, Revise Classification Specifications	\$1,680	\$2,450
12	Prepare, Submit, and Present Draft Classification Report	\$1,780	\$1,980
Classification Study Professional Fee		\$15,240	\$19,260

Total Compensation Study

Total Compensation Study Itemized Cost Table			
#	Tasks	Option I 15 Benchmarks	Option II 18 Benchmarks
1	Review the City's Background Materials	\$1,090	\$1,200
2	Initial Project Meeting/Labor Market Agency and Benchmark Selection	\$420	\$560
3	Design, Develop, and Distribute Survey Instrument	\$1,560	\$1,620
4	Review, Analyze, and Validate Labor Market Survey Data (1 hr/PC for BMJ; 1 hr/tech for BMJ; 1 hr/PC for Comparator; 1 hr/Sr OA for Comparator)	\$4,010	\$5,410
5	Design and Develop Data Spreadsheets	\$1,580	\$1,580
6	Conduct Benefits Analysis	\$550	\$580
7	Conduct Internal Equity Analysis/Prepare Draft Salary Recommendations	\$1,870	\$1,952.50
8	Prepare Draft Compensation Report	\$1,650	\$1,815
9	Research and Resolve Issues/Prepare and Present the Final Compensation Report	\$1,340	\$1,400
10	Implementation Strategy	\$560	\$560
Total Compensation Study Professional Fee		\$14,630	\$16,677.50

References

1) County of Sacramento (2000 - present)

Address: 609 9th Street, Sacramento, CA 95814

Contact: Carla Honey; Phone: (916) 875-3782; E-mail: honeyc@saccounty.net

Project Description: CPS HR has conducted numerous classification and compensation studies for Sacramento County. We have completed a County-wide classification study of approximately 2,100 clerical positions allocated to 13 classifications. The clerical classifications included in the study cover approximately 31 County departments. We are currently in the process of completing a classification study for IT positions. The County has been a valued long-term client of CPS HR.

2) City of Redding (2015)

Address: 777 Cypress Avenue, Redding, CA 96001

Contact: Sheri DeMaagd, Human Resources Director; Phone: (530) 225-4065; E-mail: sdemaagd@ci.redding.ca.us

Project Description: CPS HR has conducted three different total compensation studies for the City. One for unrepresented classes, one for IBEW classes, and one for their UPEC (United Public Employees Council) employees group.

3) Orange County (2011 - 2015)

Address: 333 W. Santa Ana Blvd, Santa Ana, CA 92701

Contact: Ann Barlow, Public Administrator/Public Guardian; Phone: (714) 834-3337; Email: Ann.Barlow@ocgov.com

Project Description: CPS HR was retained for multiple engagements for the County including developing position descriptions for approximately 115 executive level positions within the County. To accomplish this task in the most cost effective way, CPS HR developed a pre-populated Position Description Questionnaire (PDQ) to capture the essential duties and responsibilities, and knowledge, skills, and abilities statements for these executive positions in a common yet comprehensive format. From these PDQs, CPS HR subsequently developed individual position descriptions for each County executive included in the study. OC Human Resources accepted the Draft Classification Manual (without changes) for ultimate submission to their governing Board's committee requesting the project. The project was completed on time and within budget. Along with the Final Classification Manual, OCHR was provided with electronic copies of all position descriptions for ongoing management and administration.

Another engagement for the County involved developing approximately 70 position descriptions for the County's Executive Management group ranging from Department Heads, Assistant

Department Heads, to Managing Attorneys, broad based managers, and highly technical program management positions. To accommodate the project timeline and facilitate ease of completion by incumbents, CPS HR developed pre-populated Position Description Questionnaires targeted to the study position groups. CPS HR then reviewed all PDQs and, based on PDQ content and an organizational review of each position's placement within the County, CPS HR developed a position description tailored to each executive management position. The project was completed within the County's specified timeline and within budget.

4) County of Ventura (2014)

Address: 800 S. Victoria Avenue, Ventura, CA 93009

Contact: Lisa Yoshimura, Manager HR Compensation and Training; Phone: (805) 654-2419; Email: lisa.yoshimura@ventura.org

Project Description: CPS HR was retained to conduct two separate classification and compensation studies for the County. The first was (i) to identify whether two multi-level job classifications with a large number of incumbents were being utilized consistently across the Agency; (ii) evaluate whether the study classification specifications were an accurate reflection of the work performed across the different departments in the Agency, and (iii) conduct a salary study of these classifications. CPS HR conducted 46 focus group sessions from all study classifications to evaluate the use of all levels by identifying job tasks, and knowledge, skills, and abilities for each classification across the multiple departments and program areas, resulting in a final report and recommendations for HSA. CPS HR also completed a salary survey of the job classifications within the County's established labor market. HSA provided a very high satisfaction rating on the project team, process, and deliverables.

The second project consisted of a classification and compensation study of 285 finance positions throughout the County to evaluate the classification structure and make recommendations as needed, allocate study positions into the classification structure, prepare classification specifications, and conduct a salary study of finance benchmark classifications.


5) City of El Segundo (2014)

Address: 350 Main Street, El Segundo, CA 90245

Contact: Martha Dijkstra, Director of Human Resources; Phone: (310) 524-2382; Email: mdijkstra@elsegundo.org

Project Description: CPS HR was retained to conduct a City-wide total compensation study for forty-six (46) classifications within six bargaining groups and eleven (11) labor market agencies. We developed a comprehensive survey that captured base salaries, numerous benefits, and other data for miscellaneous, safety (police and fire), and executive classifications. CPS HR delivered a draft report, datasheets for each benchmark classification, and detailed benefit tables in advance of the agreed upon timeframe and within budget.

Insurance Certificate

ACORD		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 7/27/2015												
<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</p>																
<p>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</p>																
PRODUCER EPIC/James C. Jenkins Ins Srvc License No. 0829370 P. O. Box 13847 Sacramento CA 95853		CONTACT NAME Kelly Herrera PHONE (A/C No. Exp.) 916-576-1528 FAX (A/C No.) 916-563-8031 E-MAIL ADDRESS kelly.herrera@epicbrokers.com														
INSURED CPSHU-2 Cooperative Personnel Services dba CPS HR Consulting 241 Lathrop Way Sacramento CA 95815		INSURER(S) AFFORDING COVERAGE <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td>INSURER A Travelers Property Casualty Co of A</td> <td>NAIC # 25674</td> </tr> <tr> <td>INSURER B Lloyd's</td> <td>NAIC # 85202</td> </tr> <tr> <td>INSURER C</td> <td></td> </tr> <tr> <td>INSURER D</td> <td></td> </tr> <tr> <td>INSURER E</td> <td></td> </tr> <tr> <td>INSURER F</td> <td></td> </tr> </table>			INSURER A Travelers Property Casualty Co of A	NAIC # 25674	INSURER B Lloyd's	NAIC # 85202	INSURER C		INSURER D		INSURER E		INSURER F	
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INSURER B Lloyd's	NAIC # 85202															
INSURER C																
INSURER D																
INSURER E																
INSURER F																
COVERAGES CERTIFICATE NUMBER: 2076317055 REVISION NUMBER:																
<p>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</p>																
INSR LTR	TYPE OF INSURANCE	ADDL SUBR NSD WVO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS										
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER		6307704A197	7/1/2015	7/1/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO REITED PREMISES (Ea. per occurrence) \$500,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS COMP/OP AGG \$										
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X HIRED AUTOS SCHEDULED AUTOS X NOT-OWNED AUTOS		BA7704A197	7/1/2015	7/1/2016	COMBINED SINGLE LIMIT (Ea. accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$										
A	X UMBRELLA LIAB EXCESS LIAB OED <input checked="" type="checkbox"/> RETENTION \$ NIL	X OCCUR CLAIMS-MADE	CU97704A197	7/1/2015	7/1/2016	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$										
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) *Yes, describe under DESCRIPTION OF OPERATIONS below.	Y/N <input type="checkbox"/> N/A	UB1176A220	7/1/2015	7/1/2016	X PER STATUTE X OTH-ER Stop Gap* E L EACH ACCIDENT \$1,000,000 E L DISEASE - EA EMPLOYEE \$1,000,000 E L DISEASE - POLICY LIMIT \$1,000,000										
B	Prof Liab - Claims Made Retro Date 10/13/1989 *Stop Gap-only ND,OH,WA,WY		W18DCS15010	7/1/2015	7/1/2016	Per Claim/Agg Deductible \$5,000,000 \$75,000										
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101 Additional Remarks Schedule may be attached if more space is required) Evidence of Coverage																
CERTIFICATE HOLDER				CANCELLATION												
Evidence of Coverage Insured's Use Only *****				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 												
ACORD 25 (2014/01) The ACORD name and logo are registered marks of ACORD © 1988-2014 ACORD CORPORATION. All rights reserved.																

**PERRIS COMMUNITY ECONOMIC DEVELOPMENT CORPORATION
AGENDA SUBMITTAL
September 27, 2016**

SUBJECT: Commercial Seismic Retrofit on the Perris Theatre, at 279 S D Street.

REQUESTED ACTION: The Board of Directors: 1) Authorize the addition of a 20% contingency budget.

CONTACT: Michael McDermott, Chief Operating Officer 

BACKGROUND/DISCUSSION:

The structural engineering plans for the Theatre were drawn in 2015 after many field inspections and tests. The Board awarded the contract for the work to SPEC Construction on May 10, 2016 for the amount of \$249,299.


Seismic retrofitting older buildings is an inexact science. The Perris Theatre was built in the 1930's. Now that construction has begun and portions of walls and ceilings are being removed it has become clear that there are unforeseen conditions.

The structural engineer will have to make additional site visits and create new plan details which in turn will increase the amount of work borne by SPEC Construction.

The bid package did not include any contingency budget to cover additional costs such as those described above.

BUDGET (or FISCAL) IMPACT:

The Perris Theatre Project is a budgeted expense in the Perris CEDC budget.

Reviewed by:
Assistant City Manager 
Redevelopment and Economic
Development Manager:
Attachments: Consent: XXX

CITY COUNCIL
AGENDA SUBMITTAL

Meeting Date: September 27, 2016

SUBJECT: Resolution establishing a City of Perris Housing Authority Fee Schedule

REQUESTED ACTION: That the Governing Board of the Perris Housing Authority approve the attached resolution which establishes a fee schedule for Perris Housing Authority services.

CONTACT: Darren Madkin, Deputy City Manager 

BACKGROUND:

The City of Perris Housing Authority (Authority) regularly receives requests for subordinations and payoffs of loans issued by the Authority. In the last year alone staff processed 25 payoff and 38 subordination requests. These requests are generated whenever a homeowner wishes to sell or refinance their home, purchased or renovated with Authority funds. The homeowners' lender has to satisfy any obligations the homeowner has with the Authority which requires a review of the project file by Authority staff. Processing lender requests requires coordination with lenders/escrow to complete submittal packages for review. The package preparation typically includes income review and determination for resale of an assisted property, review of appraisal reports, review of capital improvement credits if any, determination of equity share contribution, preparation of loan underwriting for review and approval, and preparation of payoff letter. This process is time-intensive for staff requiring continuous communication with mortgage lenders and escrow companies to complete requests for information that is needed for the homeowner to close their transaction.

For example, once a loan subordination package is complete staff will prepare the actual subordination agreement; secure appropriate reviews and administrative approvals; and coordinate with the City Clerk's Office for final signature of agreements. This whole process generally is completed within seven to fourteen business days. Frequently, lender requests are incomplete and the required information to complete the submittal is sent in multiple packages. As a result, staff time allocated for the review of requests is increased from the standard seven to fourteen business days to one or more months.

Fees for services such as monitoring authority subsidized housing, and requests for loan payoff demands, are services which commonly require payment of fees. Establishing a fee schedule will provide a method to recover Housing Authority administrative costs for processing lender requests.

DISCUSSION:

It is proposed that fees are established for staff time incurred to process loan subordination and payoff requests by the Housing Authority.

The fee schedule includes proposed fees for services as presented in the table below:

	Housing Authority Service	Processing Time	Proposed Processing Fee
Single Family Residence	Loan Subordination request	25 hours	\$650.00
	Loan Subordination (<i>resubmittal</i>)	15 hours	\$400.00
	Loan Payoff Demand	35 hours	\$850.00
Compliance			
	Monitoring fee for Housing Authority subsidized projects. (This fee applies to any projects approved after the effective date of this schedule).		\$28 per unit

It is recommended that the Governing Board of the Perris Housing Authority approve the attached resolution which establishes a fee schedule for Perris Housing Authority services.

BUDGET (or FISCAL) IMPACT: There will be fee revenue to the Housing Authority collected from lenders requesting payoff services. These fees are charged at the time of the lenders request which varies; projected fee revenues are unknown at this time.

Reviewed by:

Assistant City Manager 

Attachment: Fee Resolution

RESOLUTION NUMBER _____

A RESOLUTION OF THE GOVERNING BOARD OF THE CITY OF PERRIS HOUSING AUTHORITY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ESTABLISHING A HOUSING AUTHORITY FEE SCHEDULE

WHEREAS, City of Perris Housing Authority (Authority) is a operating in Riverside County, California, and

WHEREAS, the Governing Board of the Authority is authorized to establish fees for Authority services by resolution, and

WHEREAS, Governing Board of the Authority desires to establish a fee schedule for processing requests related to Authority housing loans and grants.

NOW, THEREFORE BE IT RESOLVED, by the Governing Board of the City of Perris Housing Authority as follows:

Section 1. The Governing Board approves the Housing Authority Fee Schedule as set forth in Attachment A, attached hereto and incorporated herein by this reference.

Section 2. The above recitals are all true and correct.

Section 3. The Chairman shall sign and the Board Secretary shall certify to the passage and adoption of this Resolution.

ADOPTED, SIGNED and APPROVED this 27th day of September, 2016.

Chairman, Daryl R. Busch

ATTEST:

Board Secretary, Nancy Salazar

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

I Nancy Salazar, Board Secretary of the City of Perris Housing Authority do hereby certify that the foregoing Resolution Number _____ was duly and regularly adopted by the Governing Board of the City of Perris Housing Authority at a regular meeting thereof held on the 27th day of September 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Board Secretary, Nancy Salazar

"Attachment A"

Approved: September 27, 2016

Reso #: XXXX

CITY OF PERRIS HOUSING AUTHORITY FEE SCHEDULE


	Housing Authority Service	Processing Time	Proposed Processing Fee
Single Family Residence	Loan Subordination request	25 hours	\$650.00
	Loan Subordination <i>(resubmittal)</i>	15 hours	\$400.00
	Loan Payoff Demand	35 hours	\$850.00
Compliance			
	Monitoring fee for Housing Authority subsidized projects. (This fee applies to any projects approved after the effective date of this schedule).		\$28 per unit

CITY COUNCIL / PERRIS HOUSING AUTHORITY
AGENDA SUBMITTAL

Meeting Date: September 27, 2016

SUBJECT: Adopt a Resolution authorizing the purchase of property identified as APN: 313-081-005 located at 118 South D Street in Downtown Perris.

REQUESTED ACTION: That the Perris Housing Authority adopt a Resolution authorizing the purchase of property located at 118 South D Street in Downtown Perris for \$260,000, using Perris Community Economic Development Corporation funds.

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

On June 14, 2016 the Perris Housing Authority adopted a Resolution authorizing the City Manager to assume a purchase and sale agreement for property located at 118 South D Street (APN 313-081-005) in Downtown Perris for \$225,000 using Perris Community Economic Development Corporation ("Perris CEDC") funds. It was also noted that the developer, Amcal Multi-Housing, Inc. would open escrow and the City of Perris would assume escrow for the purchase of the property in subject, pursuant to an Assignment and Assumption Agreement between the developer and the City of Perris (see attached).

It is the City's intent to acquire the subject property for a future development that is consistent with the Downtown Specific Plan design guidelines, and is compatible with the new development in the area. The subject property is a 0.18 acre site, which currently situates an abandoned building. The existing building is in substandard condition, with the City having record of health and safety code violations on the property, which includes graffiti, trash and debris, illegal construction and signs, and public nuisance.

The land use of the site is zoned for commercial or residential mixed uses (Downtown Promenade), and known as the former Perris Ice House. The property is listed as a historic site, according to the City of Perris General Plan, Land Use Element. Future development of the site will be required to comply with state law, to preserve and incorporate the historic use of the site in the future design of the property, by way of a plaque or monument on building or landscape area.

The developer has presented City Staff with an executed purchase and sales agreement for the property for the purchase price of \$250,000, which is an increase of \$25,000 as requested by the property owner and from the amount previously presented to the Perris Housing Authority on June 14, 2016 at the City Council meeting (see attached: Standard Offer, Agreement and Escrow Instructions for Purchase of Real Estate). Staff is requesting that the Perris Housing Authority review the attached documents for consideration of the purchase of the property in the amount of \$260,000, which includes the purchase price and estimated closing costs. The anticipated escrow closing date is

the purchase price and estimated closing costs. The anticipated escrow closing date is November 10, 2016. Funding will be allocated by the Perris CEDC, from previously unbudgeted funds. At this time, staff recommends that the Perris Housing Authority adopt a Resolution authorizing the purchase of the property identified as APN: 313-081-005 in subject as presented in the staff report and attached documents.

BUDGET (or FISCAL) IMPACT: The Perris Community Economic Development Corporation will fund the purchase from previously unbudgeted funds. The Perris CEDC budget has sufficient funding to assume and close the purchase and sale agreement for APN: 313-081-005 totaling \$260,000, which includes the purchase price, escrow deposit, and estimated closing costs.

Reviewed by: Darren Madkin, Deputy City Manager *DM*

City Attorney:

~~Assistant City Manager: Ron Carr~~
Assistant Director of Finance *jl*

Attachments: Resolution
Standard Offer, Agreement and escrow Instructions for Purchase of Real Estate
Draft Assignment and Assumption Agreement

Consent: X

Public Hearing:

Business Item:

Other:

RESOLUTION NO. _____

A RESOLUTION OF THE HOUSING AUTHORITY OF THE CITY OF PERRIS, APPROVING THE PURCHASE AND SALE AGREEMENT OF PROPERTY LOCATED AT 118 SOUTH D STREET (APN:313-081-002) IN DOWNTOWN PERRIS.

WHEREAS, On June 14, 2016, the City of Perris Housing Authority (“Authority”) adopted a Resolution authorizing Amcal Multi- Housing (“Developer”) to open escrow for the purchase of property located at 118 South D Street (APN: 313-081-005) in Downtown Perris (“Property in Subject”), and authorizing the City Manager to assume the purchase and sale agreement pursuant to an Assignment and Assumption Agreement; and

WHEREAS, the Developer has presented a purchase and sales agreement for the Property in Subject in the amount of two hundred fifty thousand dollars (\$250,000), plus escrow deposit, and estimated closing costs; and

WHEREAS, the Perris Community Economic Development Corporation will fund the purchase of the property in the amount of two hundred sixty thousand dollars (\$260,000), to include the purchase price, escrow deposit, and estimated closing costs; and

WHEREAS, on September 27, 2016, the Authority conducted a duly noticed public meeting, at which time all interested persons were given full opportunity to be heard and to present evidence; and

WHEREAS, on September 27, 2016, the Authority approved a Resolution authorizing the purchase of Property in Subject; and

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred.

NOW, THEREFORE, based on the evidence presented to the , including the written staff report and oral testimony on this matter, the Authority do hereby find, determine and resolve as follows:

Section 1. The above recitals are all true and correct and are hereby adopted as findings.

Section 2. Based on the information contained within the Staff Report and the accompanying attachments and exhibits, the Agency hereby approves a Resolution authorizing the purchase of Property in Subject.

Section 3. The Authority hereby approves the Resolution and the instruments referenced therein, a copy of which is on file in the office of the Authority Secretary.

Section 4. The Chairman and Executive Director are authorized and directed to take such actions and execute such documents as may be necessary to implement and effect this Resolution on behalf of the Housing Authority of the City of Perris.

Section 4. The Authority Secretary shall certify to the passage and adoption hereof.

ADOPTED, SIGNED and APPROVED this 27th day of September, 2016.

Chairman, Daryl R. Busch

ATTEST:

Nancy Salazar, Authority Secretary

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

I, _____, Authority Secretary of the City of Perris, California, do hereby certify that the foregoing Resolution Number _____ was duly and regularly adopted by the Housing Authority of the City of Perris at a regular meeting thereof held on the 27th day of September 2016, by the following called vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Nancy Salazar, Authority Secretary

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (“**Assignment**”) is entered into by AMCAL Multi-Housing Two, LLC, a California limited liability company, located at 30141 Agoura Road, Suite 100, Agoura Hills, California 91301 (“**Assignor**”), and the Perris Housing Authority, a public body, corporate and politic, located at 101 N. D Street Perris, CA 92570 (“**Assignee**”) with reference to the following recitals of fact:

RECITALS

A. On or about August 9, 2016, Assignor and Rajeev Kumar Kaura (“**Seller**”) entered into that certain Standard Offer, Agreement and Escrow Instruction for Purchase of Real Estate (the “**Purchase Agreement**”) regarding that certain land and improvements thereon located at 118 S. D Street, Perris, California, APN: 313-081-005 (the “**Property**”), whereby Assignor purchased from Seller the Property. A copy of the Purchase Agreement is attached hereto as Exhibit 1.

B. Assignor desires to assign to Assignee, and Assignee desires to assume from Assignor, all of Assignor’s right, title, and interest in and under the Purchase Agreement and the terms and conditions set forth herein.

NOW THEREFORE, for valuable consideration as set forth herein, the parties agree as follows:

AGREEMENT

1. **ASSIGNMENT CONSIDERATION:** In consideration for the assignment of Assignor’s right, title and interest in and under the Purchase Agreement, Assignee agrees to pay Assignor the sum of one dollar (\$1.00) (“**Assignment Consideration**”), to be paid by Assignee to Assignor on or before the Effective Date.

2. **ASSIGNMENT:** Assignor hereby assigns, transfers, and conveys to Assignee all of Assignor’s right, title, and interest in and to and irrevocably delegates to Assignee all its duties and obligations under the Purchase Agreement.

3. **ACCEPTANCE AND ASSUMPTION:** Assignee accepts the assignment to it by Assignor of all of Assignor’s right, title, and interest in and to, and the irrevocable delegation to it by Assignor of all of Assignor’s duties and obligations under, the Purchase Agreement. Assignee covenants that it (1) approves, ratifies, and confirms all terms, covenants, conditions, and provisions of the Purchase Agreement, (2) will perform at its own expense all duties and obligations imposed on Assignor by the Purchase Agreement, and (3) will be bound by all the terms, covenants, conditions, provisions, and obligations of Assignor under the Purchase Agreement after the Effective Date (as defined below) of this Assignment.

4. **REPRESENTATIONS AND WARRANTIES:** Assignor represents and warrants to Assignee that:

- (a) Assignor has the power and authority to enter into and carry out this Assignment;
- (b) Assignor has not previously assigned any of its rights under the Purchase Agreement;
- (c) All covenants, agreements, and conditions required to be performed or to occur on Assignor's part as of the Effective Date have been performed or have occurred as required by the Purchase Agreement;
- (d) To the best of Assignor's knowledge, there is no default (or event that, with the passage of time, giving of notice, or both, would constitute a default) under the Purchase Agreement on the part of any party to the Purchase Agreement;
- (e) Neither the execution nor the performance of this Assignment or any of the documents that may be executed under it violates the organizational documents of Assignor, or any agreement, instrument, indenture, judgment, or other legal obligation by which Assignor may be bound;
- (f) Assignor has neither failed to comply with nor violated any laws relating to the Purchase Agreement; and
- (g) The documents delivered to Assignee as constituting the Purchase Agreement are the true and complete agreements of Assignor with respect to the Purchase Agreement.

5. **INDEMNITY:** Assignor shall indemnify, defend, and hold harmless Assignee, its officers, directors, shareholders, principals, employees, agents, members, successors, and assigns from and against any and all liability, demands, claims, losses, damages, recoveries, settlements, and expenses (including without limitation reasonable attorney fees) arising from or in connection with the Purchase Agreement before the Effective Date. Assignee shall indemnify, defend, and hold harmless Assignor, its officers, directors, shareholders, principals, employees, agents, members, successors, and assigns from and against any and all liability, demands, claims, losses, damages, recoveries, settlements, and expenses (including without limitation reasonable attorney fees) arising from or in connection with the Purchase Agreement after the Effective Date.

6. **ESCROW DEPOSIT:** Assignee shall reimburse, or shall have reimbursed, the escrow deposit of six thousand seven hundred fifty dollars (\$6,750.00) held at Commonwealth Land Title Company, 888 S. Figueroa Street, Suite 2100, Los Angeles, California 90017, Escrow No. 91700306-CG by October 1, 2016. This deposit shall be made payable to and delivered to AMCAL Multi-Housing Two, LLC on or before the Effective Date. This is in addition to the Assignment Consideration to be paid through escrow at closing.

7. **NO FURTHER MODIFICATION WITHOUT ASSIGNOR CONSENT:** Assignee shall not modify or amend the Purchase Agreement after the Effective Date of this Assignment without first obtaining the express written consent of the Assignor, which consent shall not unreasonably be withheld.

8. **NO REPRESENTATION OR WARRANTY BY ASSIGNOR:** Assignee agrees and acknowledges that (a) Assignor has made no representation or warranty regarding the status and/or condition of the Property and (b) Assignee shall perform its own due diligence review of the Property.

9. **FURTHER ASSURANCES:** Each party to this Assignment will at its own cost and expense, execute and deliver such further documents and instruments and will take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Assignment.

10. **ENTIRE ASSIGNMENT; WAIVER:** This Assignment constitutes the final, complete and exclusive statement between the parties to this Assignment pertaining to the terms of Assignor's assignment of the Purchase Agreement and escrow to Assignee, supersedes all prior and contemporaneous understandings or agreements of the parties, and is binding on and inures to the benefit of their respective heirs, representatives, successors and assigns. Neither party has been induced to enter into this Assignment by, nor is either party relying on, any representation or warranty outside those expressly set forth in this Assignment.

11. **AMENDMENT:** Any agreement made after the date of this Assignment is ineffective to modify, waive, or terminate this Assignment in whole or in part, unless that agreement is in writing, is signed by the parties to this Assignment, and specifically states that agreement modifies this Assignment.

12. **GOVERNING LAW:** This Assignment will be governed by, and construed in accordance with the laws of the state of California.

13. **SEVERABILITY:** If any term or provision of this Assignment is, to any extent, held to be invalid or unenforceable, the remainder of this Assignment will not be affected, and each term or provision of this Assignment will be valid and be enforced to the fullest extent permitted by law. If the application of any term or provision of this Assignment to any person or circumstances is held to be invalid or unenforceable, the application of that term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, will not be affected, and each term or provision of this Assignment will be valid and be enforced to the fullest extent permitted by law.

14. **INTERPRETATION:** Each party and its counsel have participated fully in the review and revision of this Assignment. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Assignment.

15. **EFFECTIVE DATE:** This Assignment and Assumption Agreement shall be effective ("**Effective Date**") upon the execution hereof by all of Assignor, Assignee and Seller.

16. **COUNTERPARTS:** This Assignment may be executed in counterparts. A photocopy or facsimile copy of this Assignment shall be binding on all parties as if it were an original.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment on the date first above written.

ASSIGNOR:

AMCAL MULTI-HOUSING TWO LLC., a
California Limited Liability Company

By: _____
Arjun Nagarkatti, President

ASSIGNEE:

The Perris Housing Authority,
a public body

By: _____
Name, Title

ATTEST:

Nancy Salazar, Authority Secretary

**APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP**

Eric L. Dunn, City Attorney/Authority Counsel

SELLER CONSENT/ESTOPPEL:

Seller hereby (a) acknowledges that the Due Diligence Period under the Purchase Agreement currently ends on October 10, 2016, (b) acknowledges that Assignor is not in default under the terms of the Purchase Agreement and that the Purchase Agreement is in full force and effect, and (c) consents to the assignment by Assignor of its interest under the Purchase Agreement to

Assignee and agrees to accept Assignee as Buyer under the Purchase Agreement to the same extent as if they were an original party thereto.

Rajeev Kumar Kaura

EXHIBIT 1

Purchase Agreement

[see following pages]



**STANDARD OFFER, AGREEMENT AND ESCROW
INSTRUCTIONS FOR PURCHASE OF REAL ESTATE
(Non-Residential)
AIR Commercial Real Estate Association**

8/09/2016

(Date for Reference Purposes)

1. Buyer.

1.1 AMCAL Multi-Housing Two, LLC and/or Assignee ("Buyer") hereby offers to purchase the real property, hereinafter described, from the owner thereof ("Seller") (collectively, the "Parties" or individually, a "Party"), through an escrow ("Escrow") to close on 11/10/2016 days after the waiver or expiration of the Buyer's Contingencies; ("Expected Closing Date") to be held by Commonwealth Land Title Companies c/o Sara Soudani ("Escrow Holder") whose address is 888 S. Figueroa Street Suite 2100 Los Angeles, CA 90017

Phone No. 213-330-2020, Facsimile No. 213-330-2332
upon the terms and conditions set forth in this agreement ("Agreement"). Buyer shall have the right to assign Buyer's rights hereunder, but any such assignment shall not relieve Buyer of Buyer's obligations herein unless Seller expressly releases Buyer.

1.2 The term "Date of Agreement" as used herein shall be the date when by execution and delivery (as defined in paragraph 20.2) of this document or a subsequent counteroffer thereto, Buyer and Seller have reached agreement in writing whereby Seller agrees to sell, and Buyer agrees to purchase, the Property upon terms accepted by both Parties.

2. Property.

2.1 The real property ("Property") that is the subject of this offer consists of (insert a brief physical description) One parcel of property approximately 7,775 square feet

is located in the City of Perris, County of Riverside, State of California, is commonly known by the street address of 118 South D Street

and is legally described as: to be defined in escrow.

(APN: 313-081-005).

2.2 If the legal description of the Property is not complete or is inaccurate, this Agreement shall not be invalid and the legal description shall be completed or corrected to meet the requirements of ("Title Company"), which shall issue the title policy hereinafter described.

2.3 The Property includes, at no additional cost to Buyer, the permanent improvements thereon, including those items which pursuant to applicable law are a part of the property, as well as the following items, if any, owned by Seller and at present located on the Property: electrical distribution systems (power panel, bus ducting, conduits, disconnects, lighting fixtures); telephone distribution systems (lines, jacks and connections only); space heaters; heating, ventilating, air conditioning equipment ("HVAC"); all lines; fire sprinkler systems; security and fire detection systems; carpets; window coverings; wall coverings; and _____

(collectively, the "Improvements").

2.4 The fire sprinkler mentioned is owned by Seller and included in the Purchase Price, is leased by Seller, and Buyer will need to negotiate a new lease with the fire monitoring company, ownership will be determined during Escrow, or there is no fire sprinkler monitor.

2.5 Except as provided in Paragraph 2.3, the Purchase Price does not include Seller's personal property, furniture and furnishings, and _____ all of which shall be removed by Seller prior to Closing.

3. Purchase Price.

3.1 The purchase price ("Purchase Price") to be paid by Buyer to Seller for the Property shall be \$250,000.00, payable as follows:

- (a) ~~Cash down payment, including the Deposit as defined in paragraph 4.3 (or if an all-cash transaction, the Purchase Price)~~ \$ _____
- ~~(Strike if not applicable)~~ (b) Amount of "New Loan" as defined in paragraph 5.4, if any: \$ _____
- (c) Buyer shall take title to the Property subject to and/or assume the following existing deed(s) of trust ("Existing Deed(s) of Trust") securing the existing promissory note(s) ("Existing Note(s)"):
 - (i) An Existing Note ("First Note") with an unpaid principal balance as of the Closing of approximately: \$ _____
 - Said First Note is payable at \$ _____ per month, including interest at the rate of _____ % per annum until paid (and/or the entire unpaid balance is due on _____).
 - ~~(Strike if not applicable)~~
 - (ii) An Existing Note ("Second Note") with an unpaid principal balance as of the Closing of approximately: \$ _____
 - Said Second Note is payable at \$ _____ per month, including interest at the rate of _____ % per annum until paid (and/or the entire unpaid balance is due on _____).
 - ~~(Strike if not applicable)~~
 - (d) Buyer shall give Seller a deed of trust ("Purchase Money Deed of Trust") on the property, to secure the promissory note of Buyer to Seller described in paragraph 3.1 ("Purchase Money Note") in the amount of \$ _____

Total Purchase Price:

\$250,000.00

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3.2 If Buyer is taking title to the Property subject to, or assuming, an Existing Deed of Trust and such deed of trust permits the beneficiary to demand payment of fees including, but not limited to, points, processing fees, and appraisal fees as a condition to the transfer of the Property, Buyer agrees to pay such fees up to a maximum of 1.5% of the unpaid principal balance of the applicable Existing Note.

4. Deposits.

4.1 Buyer has delivered to Broker a check in the sum of \$ _____, payable to Escrow Holder, to be delivered by Broker to Escrow Holder within 2 or _____ business days after both Parties have executed this Agreement and the executed Agreement has been delivered to Escrow Holder. within 2 or 5 business days after both Parties have executed this Agreement and the executed Agreement has been delivered to Escrow Holder. Buyer shall deliver to Escrow Holder a check in the sum of \$6,750.00. If said check is not received by Escrow Holder within said time period then Seller may elect to unilaterally terminate this transaction by giving written notice of such election to Escrow Holder whereupon neither Party shall have any further liability to the other under this Agreement. Should Buyer and Seller not enter into an agreement for purchase and sale, Buyer's check or funds shall, upon request by Buyer, be promptly returned to Buyer.

4.2 Additional deposits:

(a) Within 5 business days after the Date of Agreement, Buyer shall deposit with Escrow Holder the additional sum of \$ _____ to be applied to the Purchase Price at the Closing.
(b) Within 5 business days after the contingencies discussed in paragraph 6.1 (a) through (m) are approved or waived, Buyer shall deposit with Escrow Holder the additional sum of \$ _____ to be applied to the Purchase Price at the Closing.
(c) If an Additional Deposit is not received by Escrow Holder within the time period provided then Seller may notify Buyer, Escrow Holder, and Broker, in writing that unless the Additional Deposit is received by Escrow Holder within 3 business days following said notice, the Escrow shall be deemed terminated without further notice of the Parties.

4.3 Escrow Holder shall deposit the funds deposited with it by Buyer pursuant to paragraphs 4.1 and 4.2 (collectively the "Deposit"), in a State or Federally chartered bank in an interest bearing account whose term is appropriate and consistent with the timing requirements of this transaction. The interest therefrom shall accrue to the benefit of Buyer, who hereby acknowledges that there may be penalties or interest forfeiture if the applicable instrument is redeemed prior to its specified maturity. Buyer's Federal Tax Identification Number is _____. NOTE: Such interest bearing account cannot be opened until Buyer's Federal Tax Identification Number is provided.

4.4 Notwithstanding the foregoing, within 5 days after Escrow Holder receives the monies described in paragraph 4.1 above, Escrow Holder shall release \$100 of said monies to Seller as and for independent consideration for Seller's execution of this Agreement and the granting of the contingency period to Buyer as herein provided. Such independent consideration is non-refundable to Buyer but shall be credited to the Purchase Price in the event that the purchase of the Property is completed.

4.5 Upon waiver of all of Buyer's contingencies the Deposit shall become non-refundable but applicable to the Purchase Price except in the event of a Seller breach.

6. Financing Contingency (Strike if not applicable)

6.1 This offer is contingent upon Buyer obtaining from an insurance company, financial institution or other lender, a commitment to lend to Buyer a sum equal to at least _____% of the Purchase Price, on terms reasonably acceptable to Buyer. Such loan (New Loan) shall be secured by a first deed of trust or mortgage on the Property. If this Agreement provides for Seller to carry back junior financing, then Seller shall have the right to approve the terms of the New Loan. Seller shall have 7 days from receipt of the commitment setting forth the proposed terms of the New Loan to approve or disapprove of such proposed terms. If Seller fails to notify Escrow Holder, in writing, of the disapproval within said 7 days it shall be conclusively presumed that Seller has approved the terms of the New Loan.

6.2 Buyer hereby agrees to diligently pursue obtaining the New Loan. If Buyer shall fail to notify its Broker, Escrow Holder and Seller, in writing within _____ days following the Date of Agreement, that the New Loan has not been obtained, it shall be conclusively presumed that Buyer has either obtained said New Loan or has waived this New Loan contingency.

6.3 If, after due diligence, Buyer shall notify its Broker, Escrow Holder and Seller, in writing, within the time specified in paragraph 6.2 hereof, that Buyer has not obtained said New Loan, this Agreement shall be terminated, and Buyer shall be entitled to the prompt return of the Deposit, plus any interest earned thereon, less only Escrow Holder and Title Company cancellation fees and costs, which Buyer shall pay.

6. Seller Financing (Purchase Money Note) (Strike if not applicable)

6.4 If Seller approves Buyer's financials (see paragraph 6.6) the Purchase Money Note shall provide for interest on unpaid principal at the rate of _____% per annum, with principal and interest paid as follows:

The Purchase Money Note and Purchase Money Deed of Trust shall be on the current forms commonly used by Escrow Holder, and be junior and subordinate only to the Existing Note(s) and/or the New Loan expressly called for by this Agreement.

6.5 The Purchase Money Note and/or the Purchase Money Deed of Trust shall contain provisions regarding the following (see also paragraph 4.3 (b)):

(a) Prepayment: Principal may be prepaid in whole or in part at any time without penalty, at the option of the Buyer.
(b) Late Charge: A late charge of 6% shall be payable with respect to any payment of principal, interest, or other charges, not made within 10 days after it is due.
(c) Due On Sale: In the event the Buyer sells or transfers title to the Property or any portion thereof, then the Seller may, at Seller's option, require the entire unpaid balance of said Note to be paid in full.

6.6 If the Purchase Money Deed of Trust is to be subordinate to other financing, Escrow Holder shall, at Buyer's expense prepare and record on Seller's behalf a request for notice of default and/or order with regard to such mortgage or deed of trust to which it will be subordinate.

6.7 WARNING: CALIFORNIA LAW DOES NOT ALLOW DEFICIENCY JUDGEMENTS ON SELLER FINANCING. IF BUYER ULTIMATELY DEFAULTS ON THE LOAN, SELLER'S SOLE REMEDY IS TO FORECLOSE ON THE PROPERTY.

6.8 Seller's obligation to provide financing is contingent upon Seller's reasonable approval of Buyer's financial condition. Buyer to provide a current financial statement and copies of its Federal tax returns for the last 3 years to Seller within 10 days following the Date of Agreement. Seller has 10 days following receipt of such documentation to notify itself with regard to Buyer's financial condition and to notify Escrow Holder as to whether or not Buyer's financial condition is acceptable. If Seller fails to notify Escrow Holder, in writing, of the disapproval of this contingency within said time period, it shall be conclusively presumed that Seller has approved Buyer's financial condition. If Seller is not satisfied with Buyer's financial condition and if Buyer fails to deliver the required documentation then Seller may notify Escrow Holder in writing that Seller Financing will not be available, and Buyer shall have the option, within 10 days of the receipt of such notice, to either terminate this transaction or to purchase the Property without Seller financing. If Buyer fails to notify Escrow Holder within said time period of its election to terminate this transaction then Buyer shall be conclusively presumed to have elected to purchase the Property without Seller financing. If Buyer elects to terminate Buyer's Deposit shall be refunded less Title Company and Escrow Holder cancellation fees and costs, all of which shall be Buyer's obligation.

7. Real Estate Brokers.

7.1 The following real estate broker(s) ("Broker") and brokerage relationship exist in this transaction and are consented to by the Parties (check the applicable boxes):

- _____ represents Seller exclusively ("Seller's Broker");
- _____ represents Buyer exclusively ("Buyer's Broker"); or
- _____ represents both Seller and Buyer ("Dual Agency").

The Parties acknowledge that other than the Brokers listed above, there are no other brokers representing the Parties or due any fees and/or commissions under this Agreement (see paragraph 2.4 regarding the nature of a real estate agency relationship). Buyer shall use the services of Buyer's Broker exclusively in connection with any and all negotiations and efforts with respect to the Property for a period of 1 year from the date inserted for reference purposes at the top of page 1.

7.2 Buyer and Seller each represent and warrant to the other that he/she/it has had no dealings with any person, firm, broker or finder in connection with the negotiation of this Agreement and/or the consummation of the purchase and sale contemplated herein, other than the Brokers named in paragraph 7.1, and no broker or other person, firm or entity, other than said Brokers is/are entitled to any commission or finder's fee in connection with this transaction as the result of any dealings or acts of such Party. Buyer and Seller do each hereby agree to indemnify, defend, protect and hold the other harmless from and against any costs, expenses or liability for compensation, commission or charges which may be claimed by any broker, finder or other similar party, other than said named Brokers by reason of any dealings or act of the indemnifying Party.


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8. Escrow and Closing.

8.1 Upon acceptance hereof by Seller, this Agreement, including any counteroffers incorporated herein by the Parties, shall constitute not only the agreement of purchase and sale between Buyer and Seller, but also instructions to Escrow Holder for the consummation of the Agreement through the Escrow. Escrow Holder shall not prepare any further escrow instructions restating or amending the Agreement unless specifically so instructed by the Parties or a Broker herein. Subject to the reasonable approval of the Parties, Escrow Holder may, however, include its standard general escrow provisions. In the event that there is any conflict between the provisions of the Agreement and the provisions of any additional escrow instructions the provisions of the Agreement shall prevail as to the Parties and the Escrow Holder.

8.2 As soon as practical after the receipt of this Agreement and any relevant counteroffers, Escrow Holder shall ascertain the Date of Agreement as defined in paragraphs 1.2 and 20.2 and advise the Parties and Brokers, in writing, of the date ascertained.

8.3 Escrow Holder is hereby authorized and instructed to conduct the Escrow in accordance with this Agreement, applicable law and custom and practice of the community in which Escrow Holder is located, including any reporting requirements of the Internal Revenue Code. In the event of a conflict between the law of the state where the Property is located and the law of the state where the Escrow Holder is located, the law of the state where the Property is located shall prevail.

8.4 Subject to satisfaction of the contingencies herein described, Escrow Holder shall close this escrow (the "Closing") by recording a general warranty deed (a grant deed in California) and the other documents required to be recorded, and by disbursing the funds and documents in accordance with this Agreement.

8.5 Buyer and Seller shall each pay one-half of the Escrow Holder's charges and Seller shall pay the usual recording fees and any required documentary transfer taxes. Seller shall pay the premium for a standard coverage owner's or joint protection policy of title insurance. (See also paragraph 11)

8.6 Escrow Holder shall verify that all of Buyer's contingencies have been satisfied or waived prior to Closing. The matters contained in paragraphs 9.1 subparagraphs (b), (c), (d), (e), (g), (i), (n), and (o), 9.4, 12, 13, 14, 16, 18, 20, 21, 22, and 24 are, however, matters of agreement between the Parties only and are not instructions to Escrow Holder.

8.7 If this transaction is terminated for non-satisfaction and non-waiver of a Buyer's Contingency, as defined in paragraph 9.2, then neither of the Parties shall thereafter have any liability to the other under this Agreement, except to the extent of a breach of any affirmative covenant or warranty in this Agreement. In the event of such termination, Buyer shall, subject to the provisions of paragraph 8.10, be promptly refunded all funds deposited by Buyer with Escrow Holder, less only the \$100 provided for in paragraph 4.4 and the Title Company and Escrow Holder cancellation fees and costs, all of which shall be Buyer's obligation. If this transaction is terminated as a result of Seller's breach of this Agreement then Seller shall pay the Title Company and Escrow Holder cancellation fees and costs.

8.8 The Closing shall occur on the Expected Closing Date, or as soon thereafter as the Escrow is in condition for Closing; provided, however, that if the Closing does not occur by the Expected Closing Date and said Date is not extended by mutual instructions of the Parties, a Party not then in default under this Agreement may notify the other Party, Escrow Holder, and Brokers, in writing that, unless the Closing occurs within 5 business days following said notice, the Escrow shall be deemed terminated without further notice or instructions.

8.9 Except as otherwise provided herein, the termination of Escrow shall not relieve or release either Party from any obligation to pay Escrow Holder's fees and costs or constitute a waiver, release or discharge of any breach or default that has occurred in the performance of the obligations, agreements, covenants or warranties contained therein.

8.10 If this sale of the Property is not consummated for any reason other than Seller's breach or default, then at Seller's request, and as a condition to any obligation to return Buyer's deposit (see paragraph 21), Buyer shall within 5 days after written request deliver to Seller, at no charge, copies of all surveys, engineering studies, soil reports, maps, master plans, feasibility studies and other similar items prepared by or for Buyer that pertain to the Property. Provided, however, that Buyer shall not be required to deliver any such report if the written contract which Buyer entered into with the consultant who prepared such report specifically forbids the dissemination of the report to others.

9. Contingencies to Closing.

9.1 The Closing of this transaction is contingent upon the satisfaction or waiver of the following contingencies. IF BUYER FAILS TO NOTIFY ESCROW HOLDER, IN WRITING, OF THE DISAPPROVAL OF ANY OF SAID CONTINGENCIES WITHIN THE TIME SPECIFIED THEREIN, IT SHALL BE CONCLUSIVELY PRESUMED THAT BUYER HAS APPROVED SUCH ITEM, MATTER OR DOCUMENT. Buyer's conditional approval shall constitute disapproval, unless provision is made by the Seller within the time specified therefore by the Buyer in such conditional approval or by this Agreement, whichever is later, for the satisfaction of the condition imposed by the Buyer. Escrow Holder shall promptly provide all Parties with copies of any written disapproval or conditional approval which it receives. With regard to subparagraphs (e) through (m) the pre-printed time periods shall control unless a different number of days is inserted in the spaces provided.

(a) Disclosure. Seller shall make to Buyer, through Escrow, all of the applicable disclosures required by law (See AIR Commercial Real Estate Association ("AIR") standard form entitled "Seller's Mandatory Disclosure Statement") and provide Buyer with a completed Property Information Sheet ("Property Information Sheet") concerning the Property, duly executed by or on behalf of Seller in the current form or equivalent to that published by the AIR within 10 or _____ days following the Date of Agreement. Buyer has 10 days from the receipt of said disclosures to approve or disapprove the matters disclosed.

(b) Physical Inspection. Buyer has 40 or 60 days from the receipt of the Property Information Sheet or the Date of Agreement, whichever is later, to satisfy itself with regard to the physical aspects and size of the Property.

(c) Hazardous Substance Conditions Report. Buyer has 30 or 60 days from the receipt of the Property Information Sheet or the Date of Agreement, whichever is later, to satisfy itself with regard to the environmental aspects of the Property. Seller recommends that Buyer obtain a Hazardous Substance Conditions Report concerning the Property and relevant adjoining properties. Any such report shall be paid for by Buyer. A "Hazardous Substance" for purposes of this Agreement is defined as any substance whose nature and/or quantity of existence, use, manufacture, disposal or effect, render it subject to Federal, state or local regulation, investigation, remediation or removal as potentially injurious to public health or welfare. A "Hazardous Substance Condition" for purposes of this Agreement is defined as the existence on, under or relevantly adjacent to the Property of a Hazardous Substance that would require remediation and/or removal under applicable Federal, state or local law.

(d) Soil Inspection. Buyer has 30 or _____ days from the receipt of the Property Information Sheet or the Date of Agreement, whichever is later, to satisfy itself with regard to the condition of the soils on the Property. Seller recommends that Buyer obtain a soil test report. Any such report shall be paid for by Buyer. Seller shall provide Buyer copies of any soil report that Seller may have within 10 days of the Date of Agreement.

(e) Governmental Approvals. Buyer has 30 or 60 days from the Date of Agreement to satisfy itself with regard to the likelihood that it will be able to secure approvals and permits from governmental agencies or departments which have or may have jurisdiction over the Property and which Buyer deems necessary or desirable in connection with its intended use of the Property, including, but not limited to, permits and approvals required with respect to zoning, planning, building and safety, fire, police, handicapped and Americans with Disabilities Act requirements, transportation and environmental matters.

(f) Conditions of Title. Escrow Holder shall cause a current commitment for title insurance ("Title Commitment") concerning the Property issued by the Title Company, as well as legible copies of all documents referred to in the Title Commitment ("Underlying Documents"), and a scaled and dimensioned plot showing the location of any easements to be delivered to Buyer within 10 or _____ days following the Date of Agreement. Buyer has 10 days from the receipt of the Title Commitment, the Underlying Documents and the plot plan to satisfy itself with regard to the condition of title. The disapproval by Buyer of any monetary encumbrance, which by the terms of this Agreement is not to remain against the Property after the Closing, shall not be considered a failure of this contingency, as Seller shall have the obligation, at Seller's expense, to satisfy and remove such disapproved monetary encumbrance at or before the Closing.

(g) Survey. Buyer has 30 or 60 days from the receipt of the Title Commitment and Underlying Documents to satisfy itself with regard to any ALTA title supplement based upon a survey prepared to American Land Title Association ("ALTA") standards for an owner's policy by a licensed surveyor, showing the legal description and boundary lines of the Property, any easements of record, and any improvements, poles, structures and things located within 10 feet of either side of the Property boundary lines. Any such survey shall be prepared at Buyer's direction and expense. If Buyer has obtained a survey and approved the ALTA title supplement, Buyer may elect within the period allowed for Buyer's approval of a survey to have an ALTA extended coverage owner's form of title policy, in which event Buyer shall pay any additional premium attributable thereto.

(h) Existing Leases and Tenancy Statements. Seller shall within 10 or _____ days of the Date of Agreement provide both Buyer and Escrow Holder with legible copies of all leases, subleases or rental arrangements (collectively, "Existing Leases") affecting the Property, and with a tenancy statement ("Estoppel Certificate") in the latest form or equivalent to that published by the AIR, executed by Seller and/or each tenant and subtenant of the Property. Seller shall use its best efforts to have each tenant complete and execute an Estoppel Certificate. If any tenant fails or refuses to provide an Estoppel Certificate then Seller shall complete and execute an Estoppel Certificate for that tenancy. Buyer has 10 days from the receipt of said Existing Leases and Estoppel Certificates to satisfy itself with regard to the Existing Leases and any other tenancy issues.

(i) Owner's Association. Seller shall within 10 or _____ days of the Date of Agreement provide Buyer with a statement and transfer package from any owner's association serving the Property. Such transfer package shall at a minimum include copies of the association's bylaws, articles of incorporation, current budget and financial statement. Buyer has 10 days from the receipt of such documents to satisfy itself with regard to


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the association.

(j) Other Agreements. Seller shall within 10 or _____ days of the Date of Agreement provide Buyer with legible copies of all other agreements ("Other Agreements") known to Seller that will affect the Property after Closing. Buyer has 10 days from the receipt of said Other Agreements to satisfy itself with regard to such Agreements.

(k) Financing. If paragraph 5 hereof dealing with a financing contingency has not been stricken, the satisfaction or waiver of such New Loan contingency:

(i) Existing Notes. If paragraph 3.1(c) has not been stricken, Seller shall within 10 or _____ days of the Date of Agreement provide Buyer with legible copies of the Existing Notes, Existing Deeds of Trust and related agreements (collectively, "Loan Documents") to which the Property will remain subject after the Closing. Escrow Holder shall promptly request from the holders of the Existing Notes a beneficiary statement ("Beneficiary Statement") confirming: (1) the amount of the unpaid principal balance, the current interest rate, and the date to which interest is paid, and (2) the nature and amount of any impounds held by the beneficiary in connection with such loan. Buyer has 10 or _____ days from the receipt of the Loan Documents and Beneficiary Statements to satisfy itself with regard to such financing. Buyer's obligation to close is conditioned upon Buyer being able to purchase the Property without acceleration or change in the terms of any Existing Notes or charges to Buyer except as otherwise provided in this Agreement or approved by Buyer provided, however, Buyer shall pay the transfer fee referred to in paragraph 3.2 hereof. Likewise if Seller is to carry back a Purchase Money Note then Seller shall within 10 or _____ days of the Date of Agreement provide Buyer with a copy of the proposed Purchase Money Note and Purchase Money Deed of Trust. Buyer has 10 or _____ days from the receipt of such documents to satisfy itself with regard to the form and content thereof.

(m) Personal Property. In the event that any personal property is included in the Purchase Price, Buyer has 40 or 60 days from the Date of Agreement to satisfy itself with regard to the title condition of such personal property. Seller recommends that Buyer obtain a UCC-1 report. Any such report shall be paid for by Buyer. Seller shall provide Buyer copies of any liens or encumbrances affecting such personal property that it is aware of within 10 or _____ days of the Date of Agreement.

(n) Destruction, Damage or Loss. Subsequent to the Date of Agreement and prior to Closing there shall not have occurred a destruction or damage or loss to the Property or any portion thereof, from any cause whatsoever, which would cost more than \$10,000.00 to repair or cure. If the cost of repair or cure is \$10,000.00 or less, Seller shall repair or cure the loss prior to the Closing. Buyer shall have the option, within 10 days after receipt of written notice of a loss costing more than \$10,000.00 to repair or cure, to either terminate this Agreement or to purchase the Property notwithstanding such loss, but without deduction or offset against the Purchase Price. If the cost to repair or cure is more than \$10,000.00, and Buyer does not elect to terminate this Agreement, Buyer shall be entitled to any insurance proceeds applicable to such loss. Unless otherwise notified in writing, Escrow Holder shall assume no such destruction, damage or loss has occurred prior to Closing.

(o) Material Change. Buyer shall have 10 days following receipt of written notice of a Material Change within which to satisfy itself with regard to such change. "Material Change" shall mean a substantial adverse change in the use, occupancy, tenants, title, or condition of the Property that occurs after the date of this offer and prior to the Closing. Unless otherwise notified in writing, Escrow Holder shall assume that no Material Change has occurred prior to the Closing.

(p) Seller Performance. The delivery of all documents and the due performance by Seller of each and every undertaking and agreement to be performed by Seller under this Agreement.

(q) Brokerage Fee. Payment at the Closing of such brokerage fee as is specified in this Agreement or later written instructions to Escrow Holder executed by Seller and Brokers ("Brokerage Fee"). It is agreed by the Parties and Escrow Holder that Brokers are a third party beneficiary of this Agreement insofar as the Brokerage Fee is concerned, and that no change shall be made with respect to the payment of the Brokerage Fee specified in this Agreement, without the written consent of Brokers.

B.2 All of the contingencies specified in subparagraphs (a) through (m) of paragraph 9.1 are for the benefit of, and may be waived by, Buyer, and may be elsewhere herein referred to as "Buyer's Contingencies."

9.3 If any of Buyer's Contingencies or any other matter subject to Buyer's approval is disapproved as provided for herein in a timely manner ("Disapproved Item"), Seller shall have the right within 10 days following the receipt of notice of Buyer's disapproval to elect to cure such Disapproved Item prior to the Expected Closing Date ("Seller's Election"). Seller's failure to give to Buyer within such period, written notice of Seller's commitment to cure such Disapproved Item on or before the Expected Closing Date shall be conclusively presumed to be Seller's Election not to cure such Disapproved Item. If Seller elects, either by written notice or failure to give written notice, not to cure a Disapproved Item, Buyer shall have the right, within 10 days after Seller's Election to either accept title to the Property subject to such Disapproved Item, or to terminate this Agreement. Buyer's failure to notify Seller in writing of Buyer's election to accept title to the Property subject to the Disapproved Item without deduction or offset shall constitute Buyer's election to terminate this Agreement. The above time periods only apply once for each Disapproved Item. Unless expressly provided otherwise herein, Seller's right to cure shall not apply to the remediation of Hazardous Substance Conditions or to the Financing Contingency. Unless the Parties mutually instruct otherwise, if the time periods for the satisfaction of contingencies or for Seller's and Buyer's elections would expire on a date after the Expected Closing Date, the Expected Closing Date shall be deemed extended for 3 business days following the expiration of: (a) the applicable contingency period(s), (b) the period within which the Seller may elect to cure the Disapproved Item, or (c) if Seller elects not to cure, the period within which Buyer may elect to proceed with this transaction, whichever is later.

9.4 The Parties acknowledge that extensive local, state and Federal legislation establish broad liability upon owners and/or users of real property for the investigation and remediation of Hazardous Substances. The determination of the existence of a Hazardous Substance Condition and the evaluation of the impact of such a condition are highly technical and beyond the expertise of Brokers. The Parties acknowledge that they have been advised by Brokers to consult their own technical and legal experts with respect to the possible presence of Hazardous Substances on the Property or adjoining properties, and Buyer and Seller are not relying upon any investigation by or statement of Brokers with respect thereto. The Parties hereby assume all responsibility for the impact of such Hazardous Substances upon their respective interests herein.

10. Documents Required at or Before Closing:

10.1 Five days prior to the Closing date Escrow Holder shall obtain an updated Title Commitment concerning the Property from the Title Company and provide copies thereof to each of the Parties.

10.2 Seller shall deliver to Escrow Holder in time for delivery to Buyer at the Closing:

(a) Grant or general warranty deed, duly executed and in recordable form, conveying fee title to the Property to Buyer.

(b) If applicable, the Beneficiary Statements concerning Existing Note(s).

(c) If applicable, the Existing Leases and Other Agreements together with duly executed assignments thereof by Seller and Buyer. The assignment of Existing Leases shall be on the most recent Assignment and Assumption of Lessor's Interest in Lease form published by the AIR or its equivalent.

(d) If applicable, Estoppel Certificates executed by Seller and/or the tenant(s) of the Property.

(e) An affidavit executed by Seller to the effect that Seller is not a "foreign person" within the meaning of Internal Revenue Code Section 1445 or successor statutes. If Seller does not provide such affidavit in form reasonably satisfactory to Buyer at least 3 business days prior to the Closing, Escrow Holder shall at the Closing deduct from Seller's proceeds and remit to the Internal Revenue Service such sum as is required by applicable Federal law with respect to purchases from foreign sellers.

(f) If the Property is located in California, an affidavit executed by Seller to the effect that Seller is not a "nonresident" within the meaning of California Revenue and Tax Code Section 16662 or successor statutes. If Seller does not provide such affidavit in form reasonably satisfactory to Buyer at least 3 business days prior to the Closing, Escrow Holder shall at the Closing deduct from Seller's proceeds and remit to the Franchise Tax Board such sum as is required by such statute.

(g) If applicable, a bill of sale, duly executed, conveying title to any included personal property to Buyer.

(h) If the Seller is a corporation, a duly executed corporate resolution authorizing the execution of this Agreement and the sale of the

Property.

10.3 Buyer shall deliver to Seller through Escrow:

(a) The cash portion of the Purchase Price and such additional sums as are required of Buyer under this Agreement shall be deposited by Buyer with Escrow Holder, by federal funds wire transfer, or any other method acceptable to Escrow Holder in immediately collectible funds, no later than 2:00 P.M. on the business day prior to the Expected Closing Date provided, however, that Buyer shall not be required to deposit such monies into Escrow if at the time set for the deposit of such monies Seller is in default or has indicated that it will not perform any of its obligations hereunder. Instead, in such circumstances in order to reserve its rights to proceed Buyer need only provide Escrow with evidence establishing that the required monies were available.

(b) If a Purchase Money Note and Purchase Money Deed of Trust are called for by this Agreement, the duly executed originals of those documents, the Purchase Money Deed of Trust being in recordable form, together with evidence of fire insurance on the improvements in the amount of the full replacement cost naming Seller as a mortgage loss payee, and a real estate tax service contract (at Buyer's expense), assuring Seller of notice of the status of payment of real property taxes during the life of the Purchase Money Note.

(c) The Assignment and Assumption of Lessor's Interest in Lease form specified in paragraph 10.2(c) above, duly executed by Buyer.

(d) Assumptions duly executed by Buyer of the obligations of Seller that accrue after Closing under any Other Agreements.

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(e) If applicable, a written assumption duly executed by Buyer of the loan documents with respect to Existing Notes.
(f) If the Buyer is a corporation, a duly executed corporate resolution authorizing the execution of this Agreement and the purchase of the Property.

10.4 At Closing, Escrow Holder shall cause to be issued to Buyer a standard coverage (or ALTA extended, if elected pursuant to 9.1(g)) owner's form policy of title insurance effective as of the Closing, issued by the Title Company in the full amount of the Purchase Price, insuring title to the Property vested in Buyer, subject only to the exceptions approved by Buyer. In the event there is a Purchase Money Deed of Trust in this transaction, the policy of title insurance shall be a joint protection policy insuring both Buyer and Seller.

IMPORTANT: IN A PURCHASE OR EXCHANGE OF REAL PROPERTY, IT MAY BE ADVISABLE TO OBTAIN TITLE INSURANCE IN CONNECTION WITH THE CLOSE OF ESCROW SINCE THERE MAY BE PRIOR RECORDED LIENS AND ENCUMBRANCES WHICH AFFECT YOUR INTEREST IN THE PROPERTY BEING ACQUIRED. A NEW POLICY OF TITLE INSURANCE SHOULD BE OBTAINED IN ORDER TO ENSURE YOUR INTEREST IN THE PROPERTY THAT YOU ARE ACQUIRING.

11. Prorations and Adjustments.

11.1 **Taxes.** Applicable real property taxes and special assessment bonds shall be prorated through Escrow as of the date of the Closing, based upon the latest tax bill available. The Parties agree to prorate as of the Closing any taxes assessed against the Property by supplemental bill levied by reason of events occurring prior to the Closing. Payment of the prorated amount shall be made promptly in cash upon receipt of a copy of any supplemental bill.

11.2 **Insurance.** WARNING: Any insurance which Seller may have maintained will terminate on the Closing. Buyer is advised to obtain appropriate insurance to cover the Property.

11.3 **Rentals, Interest and Expenses.** Scheduled rentals, interest on Existing Notes, utilities, and operating expenses shall be prorated as of the date of Closing. The Parties agree to promptly adjust between themselves outside of Escrow any rents received after the Closing.

11.4 **Security Deposit.** Security Deposits held by Seller shall be given to Buyer as a credit to the cash required of Buyer at the Closing.

11.5 **Post Closing Matters.** Any item to be prorated that is not determined or determinable at the Closing shall be promptly adjusted by the Parties by appropriate cash payment outside of the Escrow when the amount due is determined.

11.6 **Variations in Existing Note Balances.** In the event that Buyer is purchasing the Property subject to an Existing Deed of Trust(s), and in the event that a Beneficiary Statement as to the applicable Existing Note(s) discloses that the unpaid principal balance of such Existing Note(s) at the closing will be more or less than the amount set forth in paragraph 3.1(o) hereof ("Existing Note Variation"), then the Purchase Money Note(s) shall be reduced or increased by an amount equal to such Existing Note Variation. If there is to be no Purchase Money Note, the cash required at the Closing per paragraph 3.1(a) shall be reduced or increased by the amount of such Existing Note Variation.

11.7 **Variations in New Loan Balance.** In the event Buyer is obtaining a New Loan and the amount ultimately obtained exceeds the amount set forth in paragraph 5.1, then the amount of the Purchase Money Note, if any, shall be reduced by the amount of such excess.

11.8 **Owner's Association Fees.** Escrow Holder shall: (i) bring Seller's account with the association current and pay any delinquent fees or transfer fees from Seller's proceeds, and (ii) pay any up front fees required by the association from Buyer's funds.

12. Representations and Warranties of Seller and Disclaimers.

12.1 Seller's warranties and representations shall survive the Closing and delivery of the deed for a period of 3 years, and any lawsuit or action based upon them must be commenced within such time period. Seller's warranties and representations are true, material and relied upon by Buyer and Brokers in all respects. Seller hereby makes the following warranties and representations to Buyer and Brokers:

(a) **Authority of Seller.** Seller is the owner of the Property and/or has the full right, power and authority to sell, convey and transfer the Property to Buyer as provided herein, and to perform Seller's obligations hereunder.

(b) **Maintenance During Escrow and Equipment Condition At Closing.** Except as otherwise provided in paragraph 9.1(n) hereof, Seller shall maintain the Property until the Closing in its present condition, ordinary wear and tear excepted.

~~(c) **Hazardous Substances/Storage Tanks.** Seller has no knowledge, except as otherwise disclosed to Buyer in writing, of the existence or prior existence on the Property of any Hazardous Substances, nor of the existence or prior existence of any above-or-below-ground storage tank.~~

(d) **Compliance.** Seller has no knowledge of any aspect or condition of the Property which violates applicable laws, rules, regulations, codes or covenants, conditions or restrictions, or of improvements or alterations made to the Property without a permit where one was required, or of any unfulfilled order or directive of any applicable governmental agency or casualty insurance company requiring any investigation, remediation, repair, maintenance or improvement to be performed on the Property.

(e) **Changes in Agreements.** Prior to the Closing, Seller will not violate or modify any Existing Lease or Other Agreement, or create any new leases or other agreements affecting the Property, without Buyer's written approval, which approval will not be unreasonably withheld.

(f) **Possessory Rights.** Seller has no knowledge that anyone will, at the Closing, have any right to possession of the Property, except as disclosed by this Agreement or otherwise in writing to Buyer.

(g) **Mechanics' Liens.** There are no unsatisfied mechanics' or materialsmen's lien rights concerning the Property.

~~(h) **Actions, Suits or Proceedings.** Seller has no knowledge of any actions, suits or proceedings pending or threatened before any commission, board, bureau, agency, arbitrator, court or tribunal that would affect the Property or the right to occupy or utilize same.~~

(i) **Notice of Changes.** Seller will promptly notify Buyer and Brokers in writing of any Material Change (see paragraph 9.1(o)) affecting the Property that becomes known to Seller prior to the Closing.

(j) **No Tenant Bankruptcy Proceedings.** Seller has no notice or knowledge that any tenant of the Property is the subject of a bankruptcy or insolvency proceeding.

(k) **No Seller Bankruptcy Proceedings.** Seller is not the subject of a bankruptcy, insolvency or probate proceeding.

(l) **Personal Property.** Seller has no knowledge that anyone will, at the Closing, have any right to possession of any personal property included in the Purchase Price nor knowledge of any liens or encumbrances affecting such personal property, except as disclosed by this Agreement or otherwise in writing to Buyer.

12.2 Buyer hereby acknowledges that, except as otherwise stated in this Agreement, Buyer is purchasing the Property in its existing condition and will, by the time called for herein, make or have waived all inspections of the Property Buyer believes are necessary to protect its own interest in, and its contemplated use of, the Property. The Parties acknowledge that, except as otherwise stated in this Agreement, no representations, inducements, promises, agreements, assurances, oral or written, concerning the Property, or any aspect of the occupational safety and health laws, Hazardous Substance laws, or any other act, ordinance or law, have been made by either Party or Brokers, or relied upon by either Party hereto.

12.3 In the event that Buyer learns that a Seller representation or warranty might be untrue prior to the Closing, and Buyer elects to purchase the Property anyway then, and in that event, Buyer waives any right that it may have to bring an action or proceeding against Seller or Brokers regarding said representation or warranty.

12.4 Any environmental reports, soils reports, surveys, and other similar documents which were prepared by third party consultants and provided to Buyer by Seller or Seller's representatives, have been delivered as an accommodation to Buyer and without any representation or warranty as to the sufficiency, accuracy, completeness, and/or validity of said documents, all of which Buyer relies on at its own risk. Seller believes said documents to be accurate, but Buyer is advised to retain appropriate consultants to review said documents and investigate the Property.

13. Possession.

Possession of the Property shall be given to Buyer at the Closing subject to the rights of tenants under Existing Leases.

14. Buyer's Entry.

At any time during the Escrow period, Buyer, and its agents and representatives, shall have the right at reasonable times and subject to rights of tenants, to enter upon the Property for the purpose of making inspections and tests specified in this Agreement. No destructive testing shall be conducted, however, without Seller's prior approval which shall not be unreasonably withheld. Following any such entry or work, unless otherwise directed in writing by Seller, Buyer shall return the Property to the condition it was in prior to such entry or work, including the recompaction or removal of any disrupted soil or material as Seller may reasonably direct. All such inspections and tests and any other work conducted or materials furnished with respect to the Property by or for Buyer shall be paid for by Buyer as and when due and Buyer shall indemnify, defend, protect and hold harmless Seller and the Property of and from any and all claims, liabilities, losses, expenses (including reasonable attorneys' fees), damages, including those for injury to person or property, arising out of or relating to any such work or materials or the acts or omissions of Buyer, its agents or employees in connection therewith.

15. Further Documents and Assurances.

The Parties shall each, diligently and in good faith, undertake all actions and procedures reasonably required to place the Escrow in condition for Closing as and when required by this Agreement. The Parties agree to provide all further information, and to execute and deliver all further documents, reasonably required by Escrow Holder or the Title Company.

16. Attorneys' Fees.

If any Party or Broker brings an action or proceeding (including arbitration) involving the Property whether founded in tort, contract or equity, or to declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term "Prevailing Party" shall include, without limitation, a Party or Broker who substantially obtains or defeats the relief



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sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party or Broker of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred.

17. Prior Agreements/Amendments.

17.1 This Agreement supersedes any and all prior agreements between Seller and Buyer regarding the Property.
17.2 Amendments to this Agreement are effective only if made in writing and executed by Buyer and Seller.

18. Broker's Rights.

~~18.1 If this sale is not consummated due to the default of either the Buyer or Seller, the defaulting Party shall be liable to and shall pay to Brokers the Brokerage Fee that Brokers would have received had the sale been consummated. If Buyer is the defaulting party, payment of said Brokerage Fee is in addition to any obligation with respect to liquidated or other damages.
18.2 Upon the Closing, Brokers are authorized to publicize the facts of this transaction.~~

19. Notices.

19.1 Whenever any Party, Escrow Holder or Brokers herein shall desire to give or serve any notice, demand, request, approval, disapproval or other communication, each such communication shall be in writing and shall be delivered personally, by messenger, or by mail, postage prepaid, to the address set forth in this agreement or by facsimile transmission, electronic signature, digital signature, or email.
19.2 Service of any such communication shall be deemed made on the date of actual receipt if personally delivered, or transmitted by facsimile transmission, electronic signature, digital signature, or email. Any such communication sent by regular mail shall be deemed given 48 hours after the same is mailed. Communications sent by United States Express Mail or overnight courier that guarantee next day delivery shall be deemed delivered 24 hours after delivery of the same to the Postal Service or courier. If such communication is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.
19.3 Any Party or Broker hereto may from time to time, by notice in writing, designate a different address to which, or a different person or additional persons to whom, all communications are thereafter to be made.

20. Duration of Offer.

20.1 If this offer is not accepted by Seller on or before 5:00 P.M. according to the time standard applicable to the city of

Perris on the date of August 16, 2016

it shall be deemed automatically revoked.

20.2 The acceptance of this offer, or of any subsequent counteroffer hereto, that creates an agreement between the Parties as described in paragraph 1.2, shall be deemed made upon delivery to the other Party or either Broker herein of a duly executed writing unconditionally accepting the last outstanding offer or counteroffer.

21. LIQUIDATED DAMAGES. (This Liquidated Damages paragraph is applicable only if initialed by both Parties.)

THE PARTIES AGREE THAT IT WOULD BE IMPRACTICABLE OR EXTREMELY DIFFICULT TO FIX, PRIOR TO SIGNING THIS AGREEMENT, THE ACTUAL DAMAGES WHICH WOULD BE SUFFERED BY SELLER IF BUYER FAILS TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT. THEREFORE, IF, AFTER THE SATISFACTION OR WAIVER OF ALL CONTINGENCIES PROVIDED FOR THE BUYER'S BENEFIT, BUYER BREACHES THIS AGREEMENT, SELLER SHALL BE ENTITLED TO LIQUIDATED DAMAGES IN THE AMOUNT OF 56,750.00. UPON PAYMENT OF SAID SUM TO SELLER, BUYER SHALL BE RELEASED FROM ANY FURTHER LIABILITY TO SELLER, AND ANY ESCROW CANCELLATION FEES AND TITLE COMPANY CHARGES SHALL BE PAID BY SELLER.


Buyer Initials


Seller Initials

22. ARBITRATION OF DISPUTES. (This Arbitration of Disputes paragraph is applicable only if initialed by both Parties.)

22.1 ANY CONTROVERSY AS TO WHETHER SELLER IS ENTITLED TO THE LIQUIDATED DAMAGES AND/OR BUYER IS ENTITLED TO THE RETURN OF DEPOSIT MONEY, SHALL BE DETERMINED BY BINDING ARBITRATION BY, AND UNDER THE COMMERCIAL RULES OF THE AMERICAN ARBITRATION ASSOCIATION ("COMMERCIAL RULES"). ARBITRATION HEARINGS SHALL BE HELD IN THE COUNTY WHERE THE PROPERTY IS LOCATED. ANY SUCH CONTROVERSY SHALL BE ARBITRATED BY 3 ARBITRATORS WHO SHALL BE IMPARTIAL REAL ESTATE BROKERS WITH AT LEAST 5 YEARS OF FULL TIME EXPERIENCE IN BOTH THE AREA WHERE THE PROPERTY IS LOCATED AND THE TYPE OF REAL ESTATE THAT IS THE SUBJECT OF THIS AGREEMENT. THEY SHALL BE APPOINTED UNDER THE COMMERCIAL RULES. THE ARBITRATORS SHALL HEAR AND DETERMINE SAID CONTROVERSY IN ACCORDANCE WITH APPLICABLE LAW, THE INTENTION OF THE PARTIES AS EXPRESSED IN THIS AGREEMENT AND ANY AMENDMENTS THERETO, AND UPON THE EVIDENCE PRODUCED AT AN ARBITRATION HEARING. PRE-ARBITRATION DISCOVERY SHALL BE PERMITTED IN ACCORDANCE WITH THE COMMERCIAL RULES OR STATE LAW APPLICABLE TO ARBITRATION PROCEEDINGS. THE AWARD SHALL BE EXECUTED BY AT LEAST 2 OF THE 3 ARBITRATORS, BE RENDERED WITHIN 30 DAYS AFTER THE CONCLUSION OF THE HEARING, AND MAY INCLUDE ATTORNEYS' FEES AND COSTS TO THE PREVAILING PARTY PER PARAGRAPH 16 HEREOF. JUDGMENT MAY BE ENTERED ON THE AWARD IN ANY COURT OF COMPETENT JURISDICTION NOTWITHSTANDING THE FAILURE OF A PARTY DULY NOTIFIED OF THE ARBITRATION HEARING TO APPEAR THEREAT.

22.2 BUYER'S RESORT TO OR PARTICIPATION IN SUCH ARBITRATION PROCEEDINGS SHALL NOT BAR SUIT IN A COURT OF COMPETENT JURISDICTION BY THE BUYER FOR DAMAGES AND/OR SPECIFIC PERFORMANCE UNLESS AND UNTIL THE ARBITRATION RESULTS IN AN AWARD TO THE SELLER OF LIQUIDATED DAMAGES, IN WHICH EVENT SUCH AWARD SHALL ACT AS A BAR AGAINST ANY ACTION BY BUYER FOR DAMAGES AND/OR SPECIFIC PERFORMANCE.

22.3 NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS SUCH RIGHTS ARE SPECIFICALLY INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION TO NEUTRAL ARBITRATION.


Buyer Initials


Seller Initials

23. Miscellaneous.

23.1 **Binding Effect.** This Agreement shall be binding on the Parties without regard to whether or not paragraphs 21 and 22 are initialed by both of the Parties. Paragraphs 21 and 22 are each incorporated into this Agreement only if initialed by both Parties at the time that the Agreement is executed.

23.2 **Applicable Law.** This Agreement shall be governed by, and paragraph 22.3 is amended to refer to, the laws of the state in which the Property is located. Any litigation or arbitration between the Parties hereto concerning this Agreement shall be initiated in the county in which the Property is located.


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23.3 Time of Essence. Time is of the essence of this Agreement.

23.4 Counterparts. This Agreement may be executed by Buyer and Seller in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Escrow Holder, after verifying that the counterparts are identical except for the signatures, is authorized and instructed to combine the signed signature pages on one of the counterparts, which shall then constitute the Agreement.

23.5 Waiver of Jury Trial. THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING INVOLVING THE PROPERTY OR ARISING OUT OF THIS AGREEMENT.

23.6 Conflict. Any conflict between the printed provisions of this Agreement and the typewritten or handwritten provisions shall be controlled by the typewritten or handwritten provisions. Seller and Buyer must initial any and all handwritten provisions.

23.7 1031 Exchange. Both Seller and Buyer agree to cooperate with each other in the event that either or both wish to participate in a 1031 exchange. Any party initiating an exchange shall bear all costs of such exchange. The cooperating Party shall not have any liability (special or otherwise) for damages to the exchanging Party in the event that the sale is delayed and/or that the sale otherwise fails to qualify as a 1031 exchange.

23.8 Days. Unless otherwise specifically indicated to the contrary, the word "days" as used in this Agreement shall mean and refer to calendar days.

24. Disclosures Regarding The Nature of a Real Estate Agency Relationship.

24.1 The Parties and Brokers agree that their relationship(s) shall be governed by the principles set forth in the applicable sections of the California Civil Code, as summarized in paragraph 24.2.

24.2 When entering into a discussion with a real estate agent regarding a real estate transaction, a Buyer or Seller should from the outset understand what type of agency relationship or representation it has with the agent or agents in the transaction. Buyer and Seller each acknowledge being advised by the Broker in this transaction as follows:

(a) Seller's Agent. A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or subagent has the following affirmative obligations: (1) To the Seller: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Seller. (2) To the Buyer and the Seller: a Diligent exercise of reasonable skills and care in performance of the agent's duties. b. A duty of honest and fair dealing and good faith. c. A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(b) Buyer's Agent. A selling agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations: (1) To the Buyer: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Buyer. (2) To the Buyer and the Seller: a Diligent exercise of reasonable skills and care in performance of the agent's duties. b. A duty of honest and fair dealing and good faith. c. A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(c) Agent Representing Both Seller and Buyer. A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer. (1) In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer: a. A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either Seller or the Buyer. b. Other duties to the Seller and the Buyer as stated above in their respective sections (a) or (b) of this paragraph 24.2. (2) In representing both Seller and Buyer, the agent may not without the express permission of the respective Party, disclose to the other Party that the Seller will accept a price less than the listing price or that the Buyer will pay a price greater than the price offered. (3) The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect their own interests. Buyer and Seller should carefully read all agreements to assure that they adequately express their understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

(d) Further Disclosures. Throughout this transaction Buyer and Seller may receive more than one disclosure, depending upon the number of agents assisting in the transaction. Buyer and Seller should each read its contents each time it is presented, considering the relationship between them and the real estate agent in this transaction and that disclosure. Buyer and Seller each acknowledge receipt of a disclosure of the possibility of multiple representation by the Broker representing that principal. This disclosure may be part of a listing agreement, buyer representation agreement or separate document. Buyer understands that Broker representing Buyer may also represent other potential buyers, who may consider, make offers on or ultimately acquire the Property. Seller understands that Broker representing Seller may also represent other sellers with competing properties that may be of interest to this Buyer. Brokers have no responsibility with respect to any default or breach hereof by either Party. The Parties agree that no lawsuit or other legal proceeding involving any breach of duty, error or omission relating to this transaction may be brought against Broker more than one year after the Date of Agreement and that the liability (including court costs and attorneys' fees), of any Broker with respect to any breach of duty, error or omission relating to this Agreement shall not exceed the fee received by such Broker pursuant to this Agreement; provided, however, that the foregoing limitation on each Broker's liability shall not be applicable to any gross negligence or willful misconduct of such Broker.

24.3 Confidential Information: Buyer and Seller agree to identify to Brokers as "Confidential" any communication or information given Brokers that is considered by such Party to be confidential.

25. Construction of Agreement. In construing this Agreement, all headings and titles are for the convenience of the Parties only and shall not be considered a part of this Agreement. Whenever required by the context, the singular shall include the plural and vice versa. This Agreement shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

26. Additional Provisions: Additional provisions of this offer, if any, are as follows or are attached hereto by an addendum or addenda consisting of paragraphs _____ through _____. (If there are no additional provisions write "NONE".)

a energy disclosure addendum is attached;

ATTENTION: NO REPRESENTATION OR RECOMMENDATION IS MADE BY THE AIR COMMERCIAL REAL ESTATE ASSOCIATION OR BY ANY BROKER AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS AGREEMENT OR THE TRANSACTION TO WHICH IT RELATES. THE PARTIES ARE URGED TO:

- 1. SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS AGREEMENT.
- 2. RETAIN APPROPRIATE CONSULTANTS TO REVIEW AND INVESTIGATE THE CONDITION OF THE PROPERTY, SAID INVESTIGATION SHOULD INCLUDE BUT NOT BE LIMITED TO: THE POSSIBLE PRESENCE OF HAZARDOUS SUBSTANCES, THE ZONING OF THE PROPERTY, THE INTEGRITY AND CONDITION OF ANY STRUCTURES AND OPERATING SYSTEMS, AND THE SUITABILITY OF THE


INITIALS


INITIALS

PROPERTY FOR BUYER'S INTENDED USE.

WARNING: IF THE PROPERTY IS LOCATED IN A STATE OTHER THAN CALIFORNIA, CERTAIN PROVISIONS OF THIS AGREEMENT MAY NEED TO BE REVISED TO COMPLY WITH THE LAWS OF THE STATE IN WHICH THE PROPERTY IS LOCATED.

NOTE:

- 1. THIS FORM IS NOT FOR USE IN CONNECTION WITH THE SALE OF RESIDENTIAL PROPERTY.
2. IF EITHER PARTY IS A CORPORATION, IT IS RECOMMENDED THAT THIS AGREEMENT BE SIGNED BY TWO CORPORATE OFFICERS.

The undersigned Buyer offers and agrees to buy the Property on the terms and conditions stated and acknowledges receipt of a copy hereof.
BROKER: BUYER:

Buyer information form including fields for Name, Title, Address, Telephone, Facsimile, Email, and Federal ID No. Pre-filled with: AMCAL Multi-Housing Two, LLC a California Limited Liability Company and/or Assignee, Arjun Nagarkatti, President, (818) 706-0694, arjun@amcalhousing.com.

27. Acceptance.
27.1 Seller accepts the foregoing offer to purchase the Property and hereby agrees to sell the Property to Buyer on the terms and conditions therein specified.
27.2 Seller acknowledges that Brokers have been retained to locate a Buyer and are the procuring cause of the purchase and sale of the Property set forth in this Agreement...

NOTE: A PROPERTY INFORMATION SHEET IS REQUIRED TO BE DELIVERED TO BUYER BY SELLER UNDER THIS AGREEMENT.

Seller information form including fields for Name, Title, Address, Telephone, Facsimile, Email, and Federal ID No. Pre-filled with: Rajeev Kumar Kaura, Owner, (909) 499-7034, rajeev@me-pm.com.

NOTICE: These forms are often modified to meet changing requirements of law and industry needs. Always write or call to make sure you are utilizing the most current form: AIR Commercial Real Estate Association, 500 N Brand Blvd, Suite 900, Glendale, CA 91203.

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Handwritten initials and the word INITIALS.

Handwritten signature and the word INITIALS.

**Addendum to Standard Offer, Agreement and Joint Escrow Instructions
for Purchase of Real Estate (AIR Form OFA-16-06)**

The following terms and conditions are hereby incorporated in and made a part of the Standard Offer, Agreement and Escrow Instructions for Purchase of Real Estate dated August 09, 2016 ("Agreement"), on the property known as 118 South D Street, Perris, CA ("Property") in which AMCAL Multi Housing Two, LLC and/or Assignee is referred to as ("Buyer") and Rajeev Kaura is referred to as ("Seller").

28. Close of Escrow: Close of escrow shall occur on November 10, 2016 ("Closing Date"). Escrow may close sooner if mutually agreed upon by Buyer and Seller. All funds deposited shall accrue market rate interest in favor of Buyer.

29. Buyer's Contingencies: Section 9 of the Agreement is modified in the following respects:

29.1 Feasibility Period:

Within five (5) days following the Date of this Agreement, Seller shall provide to Buyer all information, documents, and materials that Seller is required to provide Buyer as set forth in Section 9, and shall authorize and instruct its engineers and outside consultants to share with Buyer such knowledge or information they have developed with respect to the Property. Buyer shall have until October 10, 2016 for the "Feasibility Period" to conduct its investigations, feasibility and financial study. During the Feasibility Period, Buyer may retain engineers, contractors, soils environmental and geological consultants, architects, and any other advisors the Buyer, in its sole discretion, deems appropriate in order to determine if the property is suitable for Buyer. Buyer may also engage a Relocation Consultant to determine the amount of Federal Relocation Buyer will be responsible for paying. Seller agrees to allow Buyer's Relocation Consultant to interview tenants with reasonable notice given to tenants, but in no case earlier than 48 hours' notice. If, by the end of the Feasibility Period in Buyer's sole and absolute opinion, the Property is not satisfactory, all rights and obligations under the Agreement shall, at the election of Buyer, terminate and the deposits previously made shall immediately be returned to Buyer by Escrow Holder without the need of further instructions by either party. Buyer's failure to notify Escrow Holder, in writing, of the approval of any contingency within the Feasibility Period shall be conclusively presumed as Buyer's disapproval of such contingency and all deposits refundable to Buyer.

29.2 Title Contingency:

Within five (5) days after execution of the Agreement, Seller shall cause to be prepared and delivered to Buyer at Buyer's sole cost, a preliminary title report on the Property, together with legible copies of all documents referred to therein, including all colored plotted easements (collectively the "PTR"), to be provided by Commonwealth Land Title Company. Should the complete PTR including plotted easements not be delivered to Buyer within 10 days after opening of escrow, the Contingency Period will automatically be extended, without further instructions from either party, by one day for each day beyond the 10th day after opening of escrow that the PTR remains incomplete. If in Buyer's sole and absolute opinion title is not acceptable, all rights and obligations under the Purchase Agreement shall, at the election of Buyer terminate, and the deposits previously made shall immediately be returned to Buyer by escrow without the need of further instructions by either party. If Buyer elects to proceed with the purchase, at closing, Seller shall provide and pay for a CLTA policy of Title Insurance consistent with the PTR and plotted easements approved by Buyer, and Buyer will pay for the additional cost to obtain an ALTA policy of title insurance.

30. Property Documents:

Within five (5) days of the execution of this Agreement, Seller shall deliver to Buyer copies of all materials listed on Exhibit A attached hereto which are in Seller's possession or control (Property Documents). AMCAL shall review and approve or disapprove the Property Documents on or before the end of the Feasibility Period.

31. Leases and Tenancies: In addition to Seller's obligations under Section 9(b), if the Property is not subject to any leases or tenancies, Seller shall represent this in writing to Buyer and Escrow Holder within five (5) days after execution of the Agreement. Tenant Estoppel Certificates or Seller's representation of no tenancies, whichever is appropriate, shall be included in the information Seller is required to provide Buyer as referenced in Paragraph 29.1. above.

32. Buyer's Investigation of Property and Access:

32.A Seller hereby grants to Buyer, its agents, assignees, employees, and nominees, the right to enter onto the Property, at any time during normal business hours with 48 hours prior notice to Seller for the purposes of making inspections and tests and doing any engineering, environmental, tenant interviews, surveying, or related work as may be required by Buyer. Following any such entry or work, unless otherwise directed in writing by Seller, Buyer shall return the property to the condition it was in prior to such entry or work, including the recompaction or removal of any disrupted soil or material as Seller may reasonably direct. All such inspections and tests and any other work conducted or materials furnished with respect to the Property by or for Buyer shall be paid for by Buyer as and when due and Buyer shall indemnify, defend, protect and hold harmless Seller and the Property of and from any and all claims, liabilities, losses, expenses (including reasonable attorney's fees), and damages, arising from or by reason of Buyer's access to, or inspection of, the Property (including damage to property and injury to persons caused by any tests, inspections or other due diligence conducted by or on behalf of Buyer), except to the extent resulting from the gross negligence or misconduct of Seller or from the mere discovery or legally required disclosure of any existing conditions. Prior to entry, Buyer shall provide Seller certificates of insurance evidencing that Buyer, and/or Buyer's agents, assignees, employees, and nominees, as applicable, possess liability insurance coverage in an amount not less than \$1 million per occurrence.

32.B Buyer's environmental consultant may deem it necessary to interview Seller, as well as past and present owners, operators and occupants of the Property. Seller agrees to cooperate with Buyer's environmental consultant in this regard and facilitate the environmental consultant's access to, and interviews of, current operators and occupants of the Property, if any.

33. Right to Submit: Buyer reserves the right, at its sole cost and expense and without incurring any liability to Seller, to submit architectural and other plans and applications to the appropriate city or government agencies for approval. Seller will cooperate fully with Buyer in this regard.

34. Right to Post Sign: Upon Buyer's approval of the Feasibility Period, Seller shall grant to Buyer the right to post a sign on the Property indicating "Another Future AMCAL Development Coming to this Site," or to that effect, including Buyer's telephone number and company information.

35. Environmental Issues: Seller shall deliver to Buyer a site that is environmentally clean that satisfies all federal and state standards for residential use. Additional studies or remedial work if required shall be the expense solely of the Buyer.

36. Initial Deposit: Within five (5) business days following the mutual execution of the Agreement, Buyer shall deposit into escrow the sum of \$6,750 applicable to Purchase Price, all of which shall be but refundable to Buyer until the end of the Feasibility Period. Should Buyer disapprove the Feasibility Period, then Buyer shall have the right to cancel this transaction and receive back from escrow all deposits. In this event, Buyer shall deliver to Seller all plans, applications, and third part studies Buyer has commissioned to the date of cancellation. Upon Buyer's written approval of the Feasibility Period, the Initial Deposit shall become non-refundable to Buyer and applicable to Purchase Price.

37. Real Estate Commissions: There are no Real Estate Brokers involved in this transaction. Buyer shall not be liable for any sales commissions under any circumstances.

38. Confidentiality: Buyer and Seller, through themselves or their agents or representatives, agree not to disclose the terms of this Agreement or of any negotiations or information received from the other party regarding the Property to any unrelated third parties without first obtaining the prior written consent of the other party.

39. Exclusivity: During the term of this Agreement (the "Exclusivity Period), Seller agrees that Seller will not negotiate with any other persons or entities with respect to the purchase of the Property.

40. Work Product: Seller shall be entitled to receive copies of all of Buyer's applications for entitlements and third party reports at no additional cost to Seller.

PSA Addendum AMCAL 118 S D Street FINAL

Buyer's Initials 
Seller's Initials 

41. **Exchange Cooperation:** Buyer and seller agree to cooperate, at no cost or liability to the other, in their respective 1031 Tax Deferred Exchanges, as applicable.
42. **Closing Costs and Pro-Rations:** In the event Buyer terminates the transaction prior to the close of escrow for any reason Buyer shall pay for all escrow and title cancellation fees.
43. **Interpretation:** Should there be any conflict between the terms of this Addendum and the AIR form, the terms of this Addendum shall govern.
44. **Remedies for Seller's Default:** Seller acknowledges that the Property is unique to Buyer. If Seller defaults in its obligations under this Agreement to sell the Property to Buyer by the Close of Escrow through no fault of Buyer, then Buyer at its option may have the right to specific performance of this Agreement or the right to recover all deposits and all of its general and specific damages. If this Agreement is terminated before the Close of Escrow for Seller's default, then, in addition to any remedy Buyer has under this Agreement, Seller shall reimburse Buyer for the costs incurred by Buyer in conducting its Buyer Investigations.
45. **Assignment of Leases:** If the Property is conveyed subject to any leases or tenancies, Seller shall assign to Buyer all of Seller's right, title and interest in and to each and all of such leases and tenancies as of Close of Escrow. In such case, Buyer and Seller shall execute a separate memorandum ("Assignment of Leases") on or before Close of Escrow.
46. **Seller Not to Encumber:** From the date that is five (5) business days prior to the expiration of the Contingency Period through the Close of Escrow, Seller shall not enter into any leases, contracts, or modifications to the same, or matters of record affecting the Property that cannot be terminated on no more than 30-days notice without the express written consent of Buyer, which consent shall not be unreasonably withheld, delayed or conditioned.
47. **Assignee Privilege:** Seller grants the right to Buyer to assign the Agreement over to the Assignee at any time during the escrow period.
48. **Time Periods:** Should the last day of a time period fall on a weekend or legal holiday, the next business day thereafter shall be considered the end of the time period.

SELLER: Rajeev Kumar Kaura

BUYER: AMCAL Multi-Housing Two LLC, and/or Assignee

Date: 08/09/2016

Date: 08/09/2016

By: x

Name Printed: Rajeev Kumar Kaura
Title: Owner

By: x

Name Printed: Arjun Nagarkatti
Title: President

CITY COUNCIL
AGENDA SUBMITTAL

Meeting Date: September 27, 2016

SUBJECT: Boys & Girls Club of Perris request for a fee waiver to use Monument Park for a community festival

REQUESTED ACTION: That the City Council consider a waiver of rental fees for a Community Festival on October 1, 2016 hosted by the Boys & Girls Club of Perris

CONTACT: Darren Madkin, Deputy City Manager *DM*

BACKGROUND/DISCUSSION:

The Boys & Girls Club of Perris is a non-profit agency which provides comprehensive services that strengthens and supports children activities. They will be hosting a Community Festival at Monument Park on October 1, 2016. The purpose of the festival is to bring families together within the community for fun activities, food and games for the children.

The Boys & Girls Club of Perris is requesting the Perris City Council authorize the waiver of rental fees associated with the reservation of Monument Park for the Community Festival. A copy of the letter request is attached with this submittal. The total value of the requested fee waiver is \$200.00.

FISCAL IMPACT: The fee for use of Monument Park is \$200.00. This amount includes the rental of the entire park site.

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

Reviewed By: Sabrina Chavez, Assistant Director
Community Services and Housing Division

City Attorney:

Assistant City Manager: *JK*
Director of Finance

Attachments: Waiver Request Letter from Boys & Girls Club of Perris

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: DEC 12 2013

BOYS AND GIRLS CLUB OF PERRIS
PO BOX 711
PERRIS, CA 92572

Employer Identification Number:
46-3208152
DLN:
17053281308013
Contact Person:
MRS. KREBS ID# 31072
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required:
Yes
Effective Date of Exemption:
June 10, 2013
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Sincerely,



Director, Exempt Organizations

Enclosure: Publication 4221-PC

Letter 947 (DO/CG)

CITY COUNCIL
AGENDA SUBMITTAL

Meeting Date: September 27, 2016

SUBJECT: Check Register for August 2016

REQUESTED ACTION: Approve the City's Monthly Check Register for August 2016

CONTACT: Jennifer Erwin, Assistant Director of Finance

BACKGROUND/DISCUSSION:

The check register for the months of August 2016 is presented for City Council approval.

BUDGET (or FISCAL) IMPACT: None.

Reviewed by: Jennifer Erwin, Assistant Director of Finance



Consent Item: X

**CITY OF PERRIS
CHECK REGISTER
August 31, 2016**

CK NUMBER	DATE ISSUED	VENDOR	DESCRIPTION	AMOUNT
123092	8/04/16	ADAME LANDSCAPE, INC.	MAINT/JULY16	786.25
123093	8/04/16	IGNACIO ALVAREZ	REIMB LICENSE FEES	20.00
123094	8/04/16	ANDERSON ELECTRIC	ELECTRICAL REPAIRS	3,064.00
123095	8/04/16	APPLEONE EMPLOYMENT SERVICES	TEMP SERVICES	910.73
123096	8/04/16	AUTO ZONE COMMERCIAL	DURALAST BATTERY/BLADE/ADAPTER	176.81
123097	8/04/16	BILL & DAVE'S LDSC MAINTENANCE	NORA NELSN MUSEUM	8,859.55
123098	8/04/16	BIO-TOX LABORATORIES	BLOOD ANALYSIS	2,842.08
123099	8/04/16	CHEF LEE BURTON	SERVICES JULY 25 & 27	510.00
123100	8/04/16	DARYL BUSCH	VISION REIMBURSEMENT	59.50
123101	8/04/16	CALIFORNIA CHURCH DIRECTORY	BALANCE-SUMMER PROGRAM	1,200.00
123102	8/04/16	CALIFORNIA STATE DISBURSEMENT	GARNISHMENT	75.23
123103	8/04/16	CALIFORNIA STATE DISBURSEMENT	GARNISHMENT	21.23
123104	8/04/16	CALOLYMPIC SAFETY	SAFETY SUPPLIES	138.38
123105	8/04/16	ZAIRA CARDONA	MILEAGE 6/27-7/25	12.80
123106	8/04/16	ARTURO CERVANTES	TRICASTER REPAIR	348.80
123107	8/04/16	CG RESOURCE MANAGEMENT	PLAN CASE PROJECTS	3,680.00
123108	8/04/16	CITIZENS BUSINESS BANK	REPLENISH PETTY CASH	575.29
123109	8/04/16	CREATIVE BRAIN LEARNING	BALANCE-SUMMER PROGRAM	1,245.00
123110	8/04/16	CREATIVE PRINTING	ENVELOPES	257.74
123111	8/04/16	DAN'S FEED AND SEED INC.	CAT FOOD	9.71
123112	8/04/16	DEPARTMENT OF HOUSING & COMMUNITY DEV.	HOUSING-PARKS PROGRAM	13,904.90
123113	8/04/16	DISCOUNT SCHOOL SUPPLY	CLASS SUPPLIES	646.62
123114	8/04/16	EASTERN MUNICIPAL WATER	6/21-7/25/16	195,986.72
123115	8/04/16	ELITE ROAD SERVICES & TIRES	10 TIRES	2,165.62
123116	8/04/16	EWING	SMALL TOOLS/B2	119.15
123117	8/04/16	FASTSIGNS MORENO VALLEY	CODE ENFORCEMENT LOGO	148.50
123118	8/04/16	FEDERAL EXPRESS CORP	16-00008	29.19
123119	8/04/16	FULL THROTTLE	ORANGE ST/WALL & AUG SERVICES	11,920.60
123120	8/04/16	GORM, INC.	ROLL TOWELS	44.84
123121	8/04/16	GRAHAM CRACKERS DEMO INC	DEMO & REMOVAL STRCTR	39,642.49
123122	8/04/16	GRANICUS, INC.	OPEN PLATFORM/AUG	283.25
123123	8/04/16	GREER'S CONCRETE	TRIPLE CROWN WALL	90,010.71
123124	8/04/16	GREER'S CONCRETE & ANGELUS BLOCK CO. INC	JOINT CK P8-1241	45,033.69
123125	8/04/16	CECILIA HERNANDEZ	VISION REIMBURSEMENT	89.00
123126	8/04/16	HOME DEPOT CREDIT SERVICES	SKY DIVE PARK/BOYS & GIRLS CLUB/CODE BLD	797.65
123127	8/04/16	DESTINY M HOYOS	END OF SUMMER PROGRAM	150.00
123128	8/04/16	ZAHID HUERTA	WORK BOOTS	107.99
123129	8/04/16	IMPERIAL SPRINKLER SUPPLY INC	CONNECTORS/ASSY/ETC	233.91
123130	8/04/16	LEAGUE OF CALIFORNIA CITIES	DIVISION MEETING 7/11/16	125.00
123131	8/04/16	JERI LEE	END OF SUMMER PROGRAM	300.00
123132	8/04/16	ANTHONY LLOYD	GAME OFFICIAL 7/23-7/30	207.00
123133	8/04/16	MOORE FENCE COMPANY	HARLEY KNOX	4,080.12
123134	8/04/16	LAWRENCE MORITA	FUEL REIMBURSEMENT	10.00
123135	8/04/16	MR. G'S PLUMBING	MAINT/VARIOUS LOC	1,104.50
123136	8/04/16	MVP STUDIOS	PEE WEE LEAGUE	635.04
123137	8/04/16	LEMUEL NEAL	LEAGUE OFFICIAL 7/23-7/30	207.00
123138	8/04/16	OCHOA'S BACKFLOW SYSTEMS	BACKFLOW PREVENT	2,660.00
123139	8/04/16	PATRIOT PIPELINE	REFUND/AMCAL	548.64
123140	8/04/16	PERRIS UNION HIGH SCHOOL	STUDENT OF THE MONTH	550.00
123141	8/04/16	CANDACE REINES	MAYOR-AUG 26 '16	45.00
123142	8/04/16	RIGHTWAY	PORTA TOILET SVCS	401.30
123143	8/04/16	RIVERSIDE COUNTY REGIONAL	AQUATICS PMT#3 16-17	68,000.00
123144	8/04/16	S&P CAPITAL IQ LLC	LEGAL ENTITY IDENTF	119.00
123145	8/04/16	SCE	6/27-7/27/16	627.79
123146	8/04/16	SCE	6/27-7/27/16	12,310.19
123147	8/04/16	SCE	6/23-7/28/16	23,305.20
123148	8/04/16	SMART & FINAL	TEEN CENTER EVENT	119.83
123149	8/04/16	THE SoCo GROUP INC	FUEL	25.56
123150	8/04/16	SPARKLETT'S	BOTTLED WATER	111.57
123151	8/04/16	SPORT PADDING.COM	SYDIVE PARK	2,581.60
123152	8/04/16	THE STANDARD	LIFE AD&D/AUG16 INSURANCE	1,516.39
123153	8/04/16	STARS IN STRIPES	AQUATICS DAY/SUMMR BASKETBALL/PEWEE LEAGUE	1,563.60
123154	8/04/16	STATER BROS MARKETS	COMMITTEE MEETING	109.98
123155	8/04/16	SUNGARD PUBLIC SECTOR INC	2ND 50% UB MOD	600.00

**CITY OF PERRIS
CHECK REGISTER
August 31, 2016**

CK NUMBER	DATE ISSUED	VENDOR	DESCRIPTION	AMOUNT
123156	8/04/16	TEAMSTERS LOCAL 911	UNION DUES/AUG16	2,440.00
123157	8/04/16	TIME WARNER CABLE	COUNCIL CHAMBER 7/28-8/27	20.00
123158	8/04/16	VAR RESOURCES	SHORETEL 8/15-9/14	990.90
123159	8/04/16	VERIZON WIRELESS	6/11-7/13/16	83.23
123160	8/04/16	VOYAGER FLEET	FUEL CLOSE DATE 7/24	1,314.20
123161	8/04/16	WALTERS WHOLESALE ELECTRIC	LAMPS	59.05
123162	8/04/16	WATER EDUCATION SERVICES	WATER ED SERVICES JULY 2016	6,350.00
123163	8/04/16	WESTERN RIVERSIDE COUNCIL	TUMF FEES/WRCOG DUES JULY 2016	182,320.42
123164	8/04/16	WESTERN RIVERSIDE COUNTY	MSHCP FEES/JULY16	316,346.80
123165	8/04/16	WILLDAN FINANCIAL SERVICES	ARBITRAGE REBATE SERVICES	2,500.00
123166	8/04/16	AMERICAN FORENSIC NURSES	BLOOD DRAWS	120.00
123167	8/04/16	ANDERSON ELECTRIC	ELECTRICAL REPAIRS/MAINT	9,466.00
123168	8/04/16	BILL & DAVE'S LDSC MAINTENANCE	MAINT/MAY 2016	16,925.00
123169	8/04/16	CAM GUARD, INC.	PUBLIC WORKS YARD	3,025.16
123170	8/04/16	CHAMPION TOWING	SHERIFF'S DEPT	195.00
123171	8/04/16	CORPORATE PAYMENT SYSTEM	PLANNING EVENT/MEETING	35.18
123172	8/04/16	ECOFERT, INC.	MORGAN STREET PARK	1,235.00
123173	8/04/16	ENVIRONMENTAL KLEAN-UP	247 E 7TH STREET	10,152.26
123174	8/04/16	ESGIL CORPORATION	PLAN CHECK SERVICES JUNE 2016	4,104.60
123175	8/04/16	THE GAS COMPANY	6/28-7/07/16	4.54
123176	8/04/16	HERNANDEZ LANDSCAPE	BENEFIT ZONE MAINT/MAY 2016	31,105.36
123177	8/04/16	HOME DEPOT CREDIT SERVICES	PARKS	100.00
123178	8/04/16	JENNIFER HUBER	BALLET INSTRUCTOR 5/23-6/27/16	800.82
123179	8/04/16	IMPERIAL SPRINKLER SUPPLY	MERCADO PARK	261.86
123180	8/04/16	IRON MOUNTAIN	STORAGE 7/01-7/31/16	655.19
123181	8/04/16	JOHNSON AVIATION	PROF SERVICES JUNE 2016	2,781.52
123182	8/04/16	LAMBERT VET SUPPLY	HOMEAGAIN CHIPS- ANIMAL CTRL	810.98
123183	8/04/16	MIRROR FINISH DETAIL	WASH MOBILE STAGE	435.00
123184	8/04/16	NATHAN PEREZ	MILEAGE REIMB 4/12-6/21/16	45.36
123185	8/04/16	RELIABLE WORKLACE SOLUTIONS	OFFICE SUPPLIES	347.10
123186	8/04/16	RIGHTWAY	PORTA TOILET SVCS	936.06
123187	8/04/16	RK ENGINEERING GROUP INC	CASE & D TRAFFIC SIGNAL	385.00
123188	8/04/16	ROTARY CLUB OF PERRIS	QUATERLY DUES JAN- MAR	261.00
123189	8/04/16	TRI-LAKE CONSULTANTS, INC.	GENERAL ENGINEERING 5/07-6/03/16	11,392.20
123190	8/04/16	VERIZON WIRELESS	6/14-7/13/16	5,384.93
123195	8/11/16	ACCOUNTEMPS	TEMP SERVICES	5,111.02
123196	8/11/16	ACTION SURVEYS	P8-1229 MURRIETA RD	1,760.00
123197	8/11/16	ADAME LANDSCAPE, INC.	MONTHLY MAINT/JUNE 2016	3,223.59
123200	8/11/16	ALESHIRE & WYNDER, LLP	LEGAL SERVICES 6/01-6/30/16	42,822.93
123201	8/11/16	CADENCE ENVIRONMENTAL	PLANNIG CASE 16-00003	2,106.25
123202	8/11/16	CHO DESIGN ASSOCIATES, INC	NUEVO BRIDGE/TRPL CRWN/MURR BRIDGE	24,200.00
123203	8/11/16	COUNTS UNLIMITED INC	DATA COLLECTION SVCS/TRAFFIC STUDY	600.00
123204	8/11/16	DEPARTMENT OF TRANSPORTATION	SIGNAL & LIGHT APR-JUNE 2016	1,057.83
123205	8/11/16	GOSCH FORD LINCOLN	COVER WHEEL	259.42
123206	8/11/16	H & H GENERAL CONTRATOR	P8-1229 REQUEST #5 JUNE 2016	240,836.09
123207	8/11/16	JLC ENGINEERING & CONSULTING	NUEVO CROSSING	3,971.00
123208	8/11/16	LYNN MERRILL & ASSOCIATES, INC.	NPDES SERVICES	2,170.50
123209	8/11/16	RCTC	ANNUAL LICENSE FEE	1.00
123210	8/11/16	RIVERSIDE COUNTY FLOOD CONTROL	METZ RD JUNE 2016	20.34
123211	8/11/16	RIVERSIDE COUNTY SHERIFF	CONTRACT 5/26-6/30/16	1,374,311.83
123212	8/11/16	RK ENGINEERING GROUP INC	ETHANAC/D ST TRAFFIC/MONUMENT RANCH	5,453.50
123213	8/11/16	SYNTECH	STRONGBOX JUNE 2016	1,612.38
123214	8/11/16	VOID	VOID	-
123215	8/11/16	TRI-LAKE CONSULTANTS, INC.	VARIOUS ENG PRJCTS 5/07-7/01/16	127,539.61
123216	8/11/16	UNITED STORM WATER, INC.	STORM DRAIN MAINTENANCE	49,245.86
123217	8/11/16	VAL VERDE GRAPHICS	YAC SHIRTS	907.00
123218	8/11/16	VOID	VOID	-
123219	8/11/16	WILLDAN FINANCIAL SERVICES	FY 15-16 SERVICES	4,099.13
123220	8/11/16	ACCOUNTEMPS	TEMP SERVICES	1,262.22
123221	8/11/16	AFFANT COMMUNICATION, INC	EOC PHONES LICENSE	1,134.00
123222	8/11/16	AMERIPRIDE SERVICES INC.	UNIFORM SERVICES	1,095.69
123223	8/11/16	ANDERSON ELECTRIC	ELECTRICAL REPAIRS	4,565.00
123224	8/11/16	ANGELA'S GLASS & MIRROR	DEVELOPMENT SERVICES	150.00
123225	8/11/16	AT&T	956-2142 6/13-7/12	452.01

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123226	8/11/16	BART DEL RIO'S MARTIAL ARTS	TAEKWONDO 7/19-8/11	922.42
123227	8/11/16	BILL & DAVE'S LDSC MAINTENANCE	MAINT/JULY16	64,054.41
123228	8/11/16	BRANDERS.COM, INC	PORTFOLIO NOTEBOOK	1,955.83
123229	8/11/16	CHEF LEE BURTON	TEACHING SVCS 8/01-8/04/16	300.00
123230	8/11/16	CALIFORNIA CHURCH DIRECTORY	SUMMER YOUTH PROGRAM	1,772.13
123231	8/11/16	ARTURO CERVANTES	TV 65" -SPECIAL EVENTS	1,459.54
123232	8/11/16	CPRS	PLAYGROUND SAFETY	3,020.00
123233	8/11/16	CR&R	SOLID WASTE/JULY16	74,282.11
123234	8/11/16	DAN'S FEED AND SEED INC.	BROOM/CUT KEY/TARP/SMALL TOOLS	63.11
123235	8/11/16	THE DUMBBELL MAN FITNESS	FITNESS EQUIPMENT	235.00
123236	8/11/16	EASTERN MUNICIPAL WATER	7/05-8/01/16	12,382.88
123237	8/11/16	EASTERN MUNICIPAL WATER	SEWER/JULY16	132,140.60
123238	8/11/16	ECOLINE INDUSTRIAL SUPPLY	ORANGE GLOVES	449.84
123239	8/11/16	EWING	STOCK-MATERIALS	183.58
123240	8/11/16	FAIR HOUSING COUNCIL OF RIVERSIDE COUNTY	REIMB#1 JULY 2016	1,270.53
123241	8/11/16	FEDERAL EXPRESS CORP	EXPRESS MAIL	131.88
123242	8/11/16	FRONTIER	940-4036 7/16-8/15	252.45
123243	8/11/16	THE GAS COMPANY	6/28-7/28/16	353.78
123244	8/11/16	SARINA GILMORE	EDUCATION REIMBURSEMENT	1,500.00
123245	8/11/16	GUARANTEED JANITORIAL SE	JULY 2016 SERVICES	5,613.50
123246	8/11/16	EVERETT HAMBLY IV	IT SUPPORT 7/25-8/07	1,872.00
123247	8/11/16	HAULAWAY	RENT 20615 7/27-8/23	165.20
123248	8/11/16	HOME DEPOT CREDIT SERVICES	WRENCH	99.31
123249	8/11/16	IB REPROGRAPHICS	STORM DRAIN MAPS	452.63
123250	8/11/16	IMPERIAL SPRINKLER SUPPLY	STOCK-MISC PARKS	3,422.04
123251	8/11/16	INFOVISION SOFTWARE	LICENSE RENEWALS	1,180.56
123252	8/11/16	INLAND DESERT SECURITY & COMM	ANSWERING SVCS 9/01-9/30/16	59.90
123253	8/11/16	J&R CONCRETE PRODUCTS, INC	CITY HALL	43.90
123254	8/11/16	LAWN TECH	WEEED EATER HEADS/AIR FILTERS/HEAD GEAR	1,026.46
123255	8/11/16	LEWIS88KEY PRODUCTIONS	END OF SUMMER PROGRAM	500.00
123256	8/11/16	LYNN MERRILL & ASSOCIATES, INC.	NPDES JULY 2016	1,958.00
123257	8/11/16	DARREN MADKIN	VISION REIMBURSEMENT	220.00
123258	8/11/16	MANPOWER TEMP SERVICES	TEMP SERVICES	7,878.77
123259	8/11/16	CYNTHIA MENDEZ	VISION REIMBURSEMENT	154.95
123260	8/11/16	MIRROR FINISH DETAIL	MOBILE STAGE	225.00
123261	8/11/16	NESTLE WATERS OF NORTH AMERICA	PW ADMIN	12.44
123262	8/11/16	NPG CORPORATION	4TH ST ISLAND	5,275.00
123263	8/11/16	PACIFIC CODE COMPLIANCE	CDBG PROGRAM/JULY16	3,200.00
123264	8/11/16	PERDUE & RUSSELL REAL ESTATE	171 E 1ST STREET & NWC PERRS BLVD/2NC	11,500.00
123265	8/11/16	KENNETH PHUNG	PLANNING CASE PROJECTS/JULY16	8,880.00
123267	8/11/16	PUBLIC ENTITY RISK MANAGEMENT	WORK COMP/CYBER/GEN LIAB FY 16-17	394,031.00
123268	8/11/16	RAIN FOR RENT RIVERSIDE	TANK INT MANIFOLD	1,043.07
123269	8/11/16	RIGHTWAY	PORTA TOILET SVCS-PARKS	1,257.26
123270	8/11/16	RIVERSIDE COUNTY SHERIFF	FY16-17 CAL-ID MEMBER	72,908.00
123271	8/11/16	SCE	6/20-7/20/16	4,887.48
123272	8/11/16	EDUARDO SIDA	MILEAGE 7/13-7/28	80.68
123273	8/11/16	SIMPLOT PARTNERS FULLERTON	LIBERTY BASIN PARK	5,130.01
123274	8/11/16	THE SoCo GROUP INC	FUEL	2,625.17
123275	8/11/16	LAURA SOSA	FITNESS 7/25-8/26/16	1,218.40
123276	8/11/16	SPARKLETTES	CITY CLERK	5.00
123277	8/11/16	STAFFMARK	TEMP SERVICES	315.50
123278	8/11/16	STANLEY CONVERGENT SECURITY	227 N D ST #2/SOFTWARE UPGRADE/STATLER	1,202.31
123279	8/11/16	STATE OF CALIFORNIA	FINGERPRINTS	64.00
123280	8/11/16	STATER BROS MARKETS	INTERVIEWS/NEOP FOOD DEMO/REC	356.29
123281	8/11/16	TASO TECH, INC	IT SUPPORT/JULY- AUGUST 2016	2,100.00
123282	8/11/16	TIME WARNER CABLE	PW WRKS 8/11-9/10	20.00
123283	8/11/16	TRAILER FACTORY OUTLET	SHANK & BALL	140.40
123284	8/11/16	TRI-LAKE CONSULTANTS, INC.	P8-1255 6/04-7/01 & MUSEUM JUNE 201E	6,429.70
123285	8/11/16	U.S. HEALTHWORKS MEDICAL	PE DOT 7/05/16	99.00
123286	8/11/16	URBAN RESTORATION GROUP	TRIPLE CROWN WALL	2,867.40
123287	8/11/16	WESTERN RIVERSIDE COUNCIL	FY1617 CLEAN CITIES	6,000.00
123288	8/11/16	XEROX CORPORATION	COPIER LEASE/VARIOUS DEPT/JULY	1,030.97
123289	8/18/16	ABSOLUTE SECURITY INTERNATIONAL	GUARD SERVICES JULY 2016	14,863.27
123290	8/18/16	AFB GROUP	PROF SVCS/VARIOUS PARKS	5,310.00

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123291	8/18/16	AFFANT COMMUNICATION, INC	SHORETEL SEPT 2016	751.09
123292	8/18/16	AMERICAN FORENSIC NURSES	BLOOD DRAWS	660.00
123293	8/18/16	AMERIPRIDE SERVICES, INC.	UNIFORM SERVICES	1,644.77
123294	8/18/16	ANDERSON ELECTRIC	ELECTRICAL REPAIRS	4,573.00
123295	8/18/16	APPLEONE EMPLOYMENT SERVICES	TEMP SERVICES	2,085.65
123296	8/18/16	AT&T	PHONE/FAX 6/22-8/06/16	117.66
123297	8/18/16	BIO-TOX LABORATORIES	BLOOD DRAWS	153.94
123298	8/18/16	DEREK BROWN	HIP HOP 7/25-8/18/16	166.60
123299	8/18/16	CHEF LEE BURTON	GARDEN PROGRAM	225.00
123300	8/18/16	CALIFORNIA STATE DISBURSEMENT	GARNISHMENT	21.23
123301	8/18/16	CALIFORNIA STATE DISBURSEMENT	GARNISHMENT	75.23
123302	8/18/16	CAM GUARD, INC	CITY YARD 7/01-7/31/16	1,900.00
123303	8/18/16	CAMERON WELDING SUPPLY	ARGON GAS	19.47
123304	8/18/16	CINTAS FIRST AID & SAFETY	REPLENISH FIRST AID KIT SUPPLIES	215.78
123305	8/18/16	CORPORATE PAYMENT SYSTEM	BUSINESS MEALS/FUEL	315.34
123306	8/18/16	CORPORATE PAYMENT SYSTEM	LEAGUE OF CITIES/COUNCIL MTG/NNA SVCS	777.76
123307	8/18/16	CORPORATE PAYMENT SYSTEM	COPS & CLERGY/HS GRAND OPENING	372.93
123308	8/18/16	CR&R	TRASH COLLECT/JUNE 16	267,139.17
123309	8/18/16	CREATIVE PRINTING	BUSINESS CARDS/OFFICE SUPPLIES	152.41
123310	8/18/16	D & D SERVICES, INC.	ANIMAL DISPOSAL/JULY 16	324.00
123311	8/18/16	DATA TICKET, INC.	DAILY CITATION/JUNE 16	191.07
123312	8/18/16	DIAMOND ENVIRONMENTAL	MURRIETA & METZ RD	636.87
123313	8/18/16	EMWD	7/11-8/04/16	31,671.32
123314	8/18/16	EWING	OLD I.T. BLDG/MERCADO PRK/PARKS	2,068.47
123315	8/18/16	EXPERIAN	CREDIT SERVICES 6/27-7/26/16	94.88
123316	8/18/16	FEDEX	EXPRESS MAIL	150.70
123317	8/18/16	MARILYN FERNHOLZ	VISION REIMBURSEMENT	209.98
123318	8/18/16	GALLARDOS TRANSMISSION	ANIMAL CTRL/ABS CONTROLLER	1,700.17
123319	8/18/16	JOSE GARCIA	GUITAR 7/26-8/16/16	51.80
123320	8/18/16	HDL COREN & CONE	CAFR SERVICES	645.00
123321	8/18/16	HORTICULTURAL PEST MANAGEMENT	PEST CONTROL SERVICES	1,950.00
123322	8/18/16	JENNIFER HUBER	BALLET INTRUCTOR 7/11-8/12/16	1,065.12
123323	8/18/16	IMPERIAL SPRINKLER	RAINBIRD/VALVE/HUNTER ULTRA	1,801.20
123324	8/18/16	INLAND DESERT SECURITY & COMM	ANSWERING SVCS 9/01-9/30/16	649.00
123325	8/18/16	INLAND PRESORT & MAILING	SENIOR CENTER MAILERS AUG 16	69.14
123326	8/18/16	INTERNATIONAL NAME PLATE	SHERIFF'S DEPT	747.18
123327	8/18/16	IRON MOUNTAIN	STORAGE 8/01-8/31	267.63
123328	8/18/16	LEADING EDGE LEARNING CENTER	TUTORING JUNE 2016	1,620.00
123329	8/18/16	LEADING EDGE LEARNING CENTER	TUTORING MAY 2016	1,620.00
123330	8/18/16	CRYSTAL LOPEZ	MILEAGE REIMB 7/07-7/26	51.14
123331	8/18/16	MAC TOOLS DISTRIBUTOR	TUBE ROLLER	711.06
123332	8/18/16	MANPOWER TEMP SERVICES, INC	TEMP SERVICES	9,441.73
123333	8/18/16	MARY CATHY OWENS	KAJUKENBO 7/23-8/17/16	240.80
123334	8/18/16	CYNTHIA MENDEZ	EDUCATION REIMBURSEMENT	1,500.00
123335	8/18/16	ADRIENNE MORALES	VISION REIMBURSEMENT	71.80
123336	8/18/16	NAPA AUTO PARTS	V-BELT/HAMMER/RE-HITCH	361.94
123337	8/18/16	PERRIS VALLEY PRINTING	ENVELOPES	317.01
123338	8/18/16	KENNETH PHUNG	ATP TRAIL 6/27-7/20/16	140.00
123339	8/18/16	PREBOT CONSTRUCTION	PATRIOT PARK	4,200.00
123340	8/18/16	ARCENIO RAMIREZ	MILEAGE REIMB 7/06-7/28	68.90
123341	8/18/16	RELIABLE WORKLACE SOLUTIONS	OFFICE SUPPLIES	147.51
123342	8/18/16	RIGHTWAY	VARIOUS PARKS	415.34
123343	8/18/16	RIVCO COATINGS	PAINTED OFFICE	785.00
123344	8/18/16	RIVERSIDE COUNTY CLERK	NOTARY PUBLIC	61.00
123345	8/18/16	JUAN RODRIGUEZ	VISION REIMBURSEMENT	99.99
123346	8/18/16	ROSA'S BRIDE & TUX SHOP	YAC OPEN MIC NIGHT	151.00
123347	8/18/16	ROW TRAFFIC SAFETY, INC	INDIAN HILL CIRCLE	524.66
123348	8/18/16	SAM'S CLUB DIRECT	H.R. EVENT/CITY MANAGER'S OFFICE	53.57
123349	8/18/16	DIANE SBARDELLATI	VISION REIMBURSEMENT	306.00
123350	8/18/16	SCE	7/01-8/08/16	63,703.36
123351	8/18/16	SHEPHERD & STAATS	PROF SERVICES/TRI-LAKE	3,645.00
123352	8/18/16	SITEONE LANDSCAPE SUPPLY	BZ-24 RAINBIRDS	210.58
123353	8/18/16	SPARKLETT'S	BOTTLED WATER	201.06
123354	8/18/16	STANLEY COVERGENT SECURITY	BUILDING & PLANNING JULY	242.00

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123355	8/18/16	STATER BROS. MARKETS	GREEN CITY FARM	16.51
123356	8/18/16	STETSON ENGINEERS, INC	SALE OF WATER SYSTEM	3,249.28
123357	8/18/16	STOTZ EQUIPMENT	V-BELTS/UNIVERSAL DRIVE	871.83
123358	8/18/16	SUNSTATE EQUIPMENT	CITY YARD WATER WAGON/EQUIP RENTAL	1,445.91
123359	8/18/16	TIME WARNER CABLE	CABLE/PHONE VARIOUS DEPTS	2,073.57
123360	8/18/16	VISTA PAINT CORP	POLYTEC A-BASE/SPRAYER/PAINT	518.92
123361	8/18/16	WESTERN RIVERSIDE COUNCIL	FY 16-17 SOLID WASTE	4,926.08
123362	8/18/16	XEROX CORPORATION	COPIER LEASE/VARIOUS DEPT/JULY	3,704.41
123363	8/18/16	VOID	VOID	-
123364	8/18/16	VOID	VOID	-
123365	8/18/16	VOID	VOID	-
123366	8/18/16	VOID	VOID	-
123367	8/18/16	OCEAN BLUE ENVIRONMENTAL	MAINT SERVICES #4	25.65
123368	8/18/16	ARCENIO RAMIREZ	MILEAGE 6/11-6/30/16	12.26
123369	8/18/16	TRI-LAKE CONSULTANTS, INC.	P8-1083 5/07-6/03/16	4,338.60
123370	8/18/16	UNITED STORM WATER, INC.	MAINT SERVICES APP #4	28,618.87
123371	8/25/16	ACCOMTEMP	TEMP SERVICES	2,007.30
123372	8/25/16	AMERICAN EAGLE TROPHIES	PLAQUE	75.60
123373	8/25/16	AMERICAN FORENSIC NURSES	BLOOD DRAW	400.00
123374	8/25/16	APPLEONE EMPLOYMENT SERVICES	TEMP SERVICES	1,841.85
123375	8/25/16	VERONICA ARANA	VISION REIMBURSEMENT	285.00
123376	8/25/16	TAMMY BIANCO	VISION REIMBURSEMENT	450.00
123377	8/25/16	CHEF LEE BURTON	GARDEN PROGRAM	225.00
123378	8/25/16	CAPITAL ONE PUBLIC FUNDING	LOAN 100360234	2,563.82
123379	8/25/16	CHRISTINA AVILA	WORK BOOTS	116.90
123380	8/25/16	CITRUS BELT CHAPTER ICC	MEMBERSHIP DUES	45.00
123381	8/25/16	COMFORT ZONE	SVC CALL 400 S D ST	932.69
123382	8/25/16	COMMUNITY CONNECT	CDBG JULY 2016	480.00
123383	8/25/16	CORPORATE PAYMENT SYSTEM	BUSINESS MEALS	34.14
123384	8/25/16	CORPORATE PAYMENT SYSTEM	RECRUITMENT/GREETN CITY FARM/FOOD DEMO	1,506.18
123385	8/25/16	CORPORATE PAYMENT SYSTEM	MOVIES/CLASS SUPPL/TEEN CTR/VOLLEYBAL SR CTR	677.24
123386	8/25/16	CORPORATE PAYMENT SYSTEM	CITY FARM/LIVWELL AQUATICS/SR CTR SUPPLIES	1,744.84
123387	8/25/16	CORPORATE PAYMENT SYSTEM	FUEL	170.67
123388	8/25/16	CORPORATE PAYMENT SYSTEM	PRINTER & SUPPLIES/AQUATICS DAY/NOTARY RNW	1,688.86
123389	8/25/16	CREATIVE PRINTING	BUSINESS CARDS/HR POSTCARDS	204.55
123390	8/25/16	CRIME SCENE STERI-CLEAN	MOUNTAIN/ARROWHEAD	750.00
123391	8/25/16	COUNTY OF RIVERSIDE	FIRE STA. 90	798.00
123392	8/25/16	EASTERN MUNICIPAL WATER	7/11-8/11/16	4,052.56
123393	8/25/16	FEDERAL EXPRESS CORP	EXPRESS MAIL	48.96
123394	8/25/16	FRONTIER	N PERS WTR 8/19-9/18	69.27
123395	8/25/16	FULL THROTTLE	GRAFFITI ABATE SEP16	4,582.00
123396	8/25/16	GB LANDSCAPE DESIGN	METZ PARK	933.08
123397	8/25/16	GORM, INC.	LINERS/CLEANER	256.00
123398	8/25/16	GREER'S CONCRETE	101 N D ST/BRADLEY/WALNUT	7,430.00
123399	8/25/16	EVERETT HAMBLY IV	IT SUPPORT 8/08-8/21	1,768.00
123400	8/25/16	RICH HEIDE	DEKA BATTERY	107.98
123401	8/25/16	HERNANDEZ LANDSCAPE CO	1073 SANDGROUSE	350.00
123402	8/25/16	HOME DEPOT CREDIT SERVICES	HOSE/BACKPARKS	241.77
123403	8/25/16	IB REPROGRAPHICS	LMD BZ #5	119.80
123404	8/25/16	IRON MOUNTAIN	STORAGE 8/01-8/31	130.57
123405	8/25/16	JMG SECURITY SYSTEMS, INC	16-01005/16-01039	214.00
123406	8/25/16	HECTOR LEDESMA	CERTIFICATE-LANDSCAPE	276.00
123407	8/25/16	LOR GEOTECHNICAL GROUP INC	P8-1229 MURRT RD	1,681.50
123408	8/25/16	LAWRENCE MORITA	MARKERS/ENGINEERING	102.37
123409	8/25/16	MR. G'S PLUMBING	RESTROOMS/PARKS	885.00
123410	8/25/16	NATIONAL DRIVE	AUGUST 2016	24.00
123411	8/25/16	NATIONWIDE SANTAS	TREE LIGHT CEREMONY/CHRISTMAS PARADE/BRKFST	850.00
123412	8/25/16	NESTLE WATERS OF NORTH AMERICA	DEV SERVICES	221.62
123413	8/25/16	NFPA INTERNATIONAL	RENEWAL 1 YEAR	175.00
123414	8/25/16	PACIFIC CODE COMPLIANCE	EMERGENCY/JULY16	1,580.36
123415	8/25/16	PERRIS VALLEY PRINTING CO	ENVELOPES	317.01
123416	8/25/16	THE PRESS-ENTERPRISE	PW 5 WEEKS	20.65
123417	8/25/16	REFLEX CORPORATION	DISPSBL LEADS	60.95
123418	8/25/16	ROTARY CLUB OF PERRIS	QTRLY DUES APR-JUN	271.50

**CITY OF PERRIS
CHECK REGISTER
August 31, 2016**

CK NUMBER	DATE ISSUED	VENDOR	DESCRIPTION	AMOUNT
123419	8/25/16	CITY OF SAN JACINTO	POLICE SERVICES STUDY	2,200.44
123420	8/25/16	SCE	7/15-8/15/16	46.48
123421	8/25/16	SCOTT FAZEKAS & ASSOCIATES	PLAN CK 7/01-7/31/16	282.00
123422	8/25/16	SIGNIFICA DESIGN	FITNESS FLYERS	125.00
123423	8/25/16	SIMPLEXGRINNELL	400 S D ST	2,070.14
123424	8/25/16	SOLARCITY	721 GLORIOSA AVE	400.00
123425	8/25/16	LAURA SOSA	FITNESS 8/08-8/22/16	1,142.80
123426	8/25/16	SOUTHEASTERN SECURITY CONSULTANTS	BACKGROUND CHECKS	240.50
123427	8/25/16	STAFFMARK	TEMP SERVICES	1,723.68
123428	8/25/16	STATE OF CALIFORNIA	BLOOD ANALYSIS	70.00
123429	8/25/16	TIME WARNER CABLE	HOUSING 8/16-9/15	3.15
123430	8/25/16	TRI-LAKE CONSULTANTS, INC.	6/04-7/01/16	2,783.32
123431	8/25/16	WEBSOL	PERRS PROUD PROGRAM	812.26
123432	8/25/16	WESTERN EXTERMINATOR COM	PEST CTRL-VARIOUS LOCATIONS	1,109.97
123433	8/25/16	XEROX CORPORATION	COPIER LEASE/VARIOUS DEPT/JULY	1,745.05
123434	8/25/16	LYNN MERRILL & ASSOCIATES, INC.	INTERIM PARKS SUPPORT	6,876.88
			TOTAL REGISTER	<u>\$ 4,467,536.98</u>

Verbal Presentation