

*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**

**THIS MEETING IS ALSO BEING CONDUCTED AS A REMOTE MEETING IN
ACCORDANCE WITH AB 361 AND RESOLUTION NUMBER 5929**

**Tuesday, February 22, 2022
6:30 P.M.**

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

CLOSED SESSION: 6:00 P.M.

ROLL CALL:

Rabb, Rogers, Nava, Corona, Vargas

A. Conference with Legal Counsel - Potential Litigation - Government
Code Section 54956.9 (d)(4) – 1 case

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

2. *ROLL CALL:*

Rabb, Rogers, Nava, Corona, Vargas

3. *INVOCATION:*

Pastor Angelo Martinez
Vida Christian Church
251 North Perris Blvd. Perris, CA 92570

4. PLEDGE OF ALLEGIANCE:

Councilmember Rabb 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. City of Perris Employee of the Quarter Recognition for Fourth Quarter of 2021.

7. YOUTH ADVISORY COMMITTEE COMMUNICATIONS:

8. 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.***

9. APPROVAL OF MINUTES:

A. Consideration to approve the Minutes of the Regular Meeting held on February 8, 2022, of the City Council, Successor Agency to the Redevelopment Agency, Public Finance Authority, Public Utility Authority, Housing Authority, Perris Community Economic Development Corporation and the Perris Joint Powers Authority.

10. 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. Consideration to adopt Proposed Resolution Number (next in order) amending the Community Services Facility Usage and Fees Policy Amendment and rescinding Resolution Number 4916.

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AMENDING THE CITY OF PERRIS COMMUNITY SERVICES FACILITIES USAGE POLICY AND RESCINDING RESOLUTION 4916

- B. Consideration to adopt Proposed Resolution Number (next in order) amending the Use or Sale of Alcoholic Beverages Policies in City Facilities and rescinding Resolution Number 5179.

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AMENDING THE POLICY OF THE CITY OF PERRIS TO ALLOW THE USE OR SALE OF ALCOHOLIC BEVERAGES ON SPECIFIC CIVIC CENTER FACILITIES AND RESCINDING RESOLUTION NUMBER 5179

- C. Consideration to award a contract to Hirsch & Associates for the professional design services for the Morgan Park Phase 2.1 Parking Lot Expansion and Morgan Street Improvements Project.
- D. Consideration to approve Amendment No. 1 of the Contract Services Agreement with Dudek, Inc. for Environmental Services for the Perris Valley MDP Line E Stage 5 & 6 Project (CIP # D016)

11. PUBLIC HEARINGS:

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

- A. Consideration to adopt Proposed Resolution Numbers (next in order) regarding Annexation of DPR 18-00011 into CFD 2001-3 (North Perris Public Safety District)-Annexation No. 46. DPR 18-00011 is located at the southeast corner of Perry Street and Barrett Avenue. APN: 302-060-011, 302-060-026, and 302-060-030 (Owner: Duke Realty Limited Partnership)

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC SAFETY) OF THE CITY OF PERRIS, CALLING A SPECIAL ELECTION TO SUBMIT TO THE QUALIFIED ELECTORS WITHIN PROPOSED ANNEXATION NO. 46 THE QUESTION OF ANNEXING SUCH TERRITORY AND LEVYING OF A SPECIAL TAX WITHIN THE AREA OF PROPOSED ANNEXATION NO. 46

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC SAFETY) OF THE CITY OF PERRIS, DECLARING THE RESULTS OF A SPECIAL ELECTION RELATING TO ANNEXATION NO. 46 AND ORDERING THE ANNEXATION OF SUCH TERRITORY, THE LEVYING OF A SPECIAL TAX WITHIN THE AREA OF ANNEXATION NO. 46 AND DIRECTING THE RECORDING OF A NOTICE OF SPECIAL TAX LIEN

Introduced by: Deputy City Manager Ernie Reyna

PUBLIC COMMENT

- B. Consideration to adopt Proposed Resolution Numbers (next in order) regarding Annexation of DPR 18-00011 to CFD 2018-02 (Public Services District) - Annexation No. 08. DPR 18-00011 is located at the southeast corner of Perry Street and Barrett Avenue. APN: 302-060-11, 302-060-026, and 302-060-030. (Owner: Duke Realty Limited Partnership)

The Proposed Resolution Numbers (next in order) are entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2018-02 (PUBLIC SERVICES DISTRICT) OF THE CITY OF PERRIS, CALLING A SPECIAL ELECTION TO SUBMIT TO THE QUALIFIED ELECTORS WITHIN PROPOSED ANNEXATION NO. 8 THE QUESTION OF ANNEXING SUCH TERRITORY AND LEVYING OF A SPECIAL TAX WITHIN THE AREA OF PROPOSED ANNEXATION NO. 8

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2018-02 (PUBLIC SERVICES DISTRICT) OF THE CITY OF PERRIS, DECLARING THE RESULTS OF A SPECIAL ELECTION RELATING TO ANNEXATION NO. 8 AND ORDERING THE ANNEXATION OF SUCH TERRITORY, THE LEVYING OF A SPECIAL TAX WITHIN THE AREA OF ANNEXATION NO. 8 AND DIRECTING THE RECORDING OF A NOTICE OF SPECIAL TAX LIEN

Introduced by: Deputy City Manager Ernie Reyna

PUBLIC COMMENT

- C. Consideration to introduce the First Reading of Proposed Ordinance Number (next in order) which changes the Method of Electing City Council Members, other than the Mayor, from At-Large to By-District, Adopts By-District Maps and Identifying the Number for Each District, and Establishes Related Procedure.

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

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ADDING CHAPTER 2.06 TO THE PERRIS MUNICIPAL CODE, WHICH CHANGES THE ELECTION METHOD FOR MEMBERS OF THE CITY COUNCIL OTHER THAN THE MAYOR FROM AT-LARGE TO BY DISTRICT, ADOPTS A MAP DESCRIBING THE BOUNDARIES AND IDENTIFYING NUMBER FOR EACH ELECTORAL DISTRICT, AND ESTABLISHES RELATED PROCEDURES

Introduced by: City Attorney Eric L. Dunn

PUBLIC COMMENT

12. 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. Consideration to approve the purchase of a ShotSpotter Policing Technology.

Introduced by: Deputy City Manager Ernie Reyna

PUBLIC COMMENT

B. Consideration to approve the Fiscal Year 2021-2022 Mid-Year Budget and American Rescue Plan Act (ARPA) of 2021 Amendments.

Introduced by: Deputy City Manager Ernie Reyna

PUBLIC COMMENT

13. 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.

14. CITY MANAGER’S REPORT:

15. ADJOURNMENT:

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact City Hall at (951) 943-6100. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

COVID-19 REMOTE PUBLIC COMMENT/CITIZEN PARTICIPATION

With the intent of adhering to the new community guidelines from the Center for Disease Control, the City of Perris will allow for remote public comment and participation at upcoming City Council meetings via Zoom. Public Comment is limited to three (3) minutes.

ZOOM MEETING INFORMATION

When: February 22, 2022, 06:30 PM Pacific Time (US and Canada)

Topic: City Council Meeting

In order to provide Public Comment via Zoom, participants will be required to register at the following link:

https://us06web.zoom.us/webinar/register/WN_Ua967e2xTtKP838usy2oOA

After registering, you will receive a confirmation email containing information about joining the meeting.

During the council meeting, if you wish to speak, via Zoom, for public comment on any item, please select the raise hand icon next to your name. The moderator will grant you access to speak. Public Comment is limited to (3) three minutes.

THE CITY COUNCIL MEETING IS ALSO AVAILABLE FOR VIEWING AT THE FOLLOWING:

City's Website:

<https://www.cityofperris.org/government/city-council/council-meetings>

YouTube:

<https://www.youtube.com/channel/UC24S1shebXkJFv3BnxdkPpg>

Facebook:

<https://www.facebook.com/PerrisToday/>

For cable subscribers only within Perris:

Spectrum: Channel 3

Frontier: Channel 16



CITY OF PERRIS
CITY COUNCIL
AGENDA SUBMITTAL

9.A.

MEETING DATE: February 22, 2022
SUBJECT: Approval of Minutes
REQUESTED ACTION: Approve the Minutes of the Regular Joint City Council Meeting held on February 8, 2022.
CONTACT: Nancy Salazar, City Clerk *NS*

BACKGROUND/DISCUSSION: None

BUDGET (or FISCAL) IMPACT: None

Prepared by: Judy L. Haughney, CMC, Assistant City Clerk *JLH*

REVIEWED BY:

City Attorney _____
Assistant City Manager _____
Deputy City Manager _____

Attachments: 1. Minutes-February 8, 2022

Consent:
Public Hearing:
Business Item:
Presentation:
Other: Approval of Minutes

ATTACHMENT 1

Minutes-February 8, 2022 Regular City Council Meeting

CITY OF PERRIS

MINUTES:

Date of Meeting: February 8, 2022

06:30 PM

Place of Meeting: City Council Chambers

THIS MEETING WAS ALSO CONDUCTED AS A REMOTE MEETING IN ACCORDANCE WITH AB 361 AND RESOLUTION NUMBER 5895

CLOSED SESSION

ROLL CALL

Present: Corona, Rabb (via Zoom), Rogers (via Zoom), Nava, Vargas

Staff Members Present: City Manager Miramontes, Deputy City Manager Reyna, City Attorney Dunn and Director of Administrative Services Amozgar

- A. Conference with Legal Counsel - Potential Litigation - Government Code Section 54956.9 (d)(2) – 1 case
- B. Conference with Legal Counsel – Existing Litigation – Government Code Section 54956.9 (d)(1); 1 case:
 - 1. City of Perris v. Adams-Perris Properties, LLC, Riverside County Superior Court, Case No. RIC 1905509

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

Mayor Vargas called the Regular City Council meeting to order at 6:31 p.m.

- 2. ROLL CALL:

Present: Corona, Rabb (via Zoom), Rogers (via Zoom), Nava, Vargas

Staff Members Present: City Manager Miramontes, Deputy City Manager Reyna, City Attorney Dunn, City Engineer McKibbin, Police Captain Sims, Fire Chief Barnett, Chief Information Officer Cervantes, Director of Community Services Chavez, Director of Development Services Phung, Director of Administrative Services Amozgar, Director of Public Works Hill, Assistant City Clerk Haughney and City Clerk Salazar.

- 3. INVOCATION:
Pastor Rose Anderson
Cry Aloud Temple Church

25920 Iris Ave. #228
Moreno Valley, CA 92551

4. PLEDGE OF ALLEGIANCE:

Mayor Pro Tem Corona led the Pledge of Allegiance.

5. REPORT ON CLOSED SESSION ITEMS:

City Attorney Dunn reported that the City Council met in Closed Session to discuss the items listed on the agenda, but no reportable action was taken.

Due to technical difficulties regarding Item 6.A., Item 7.A. was taken first.

7.A. Presentation of the Reality Relay, Valley Inter City Challenge for 2022.

6. PUBLIC HEARINGS:

A. Public Hearing Number 4 to receive input from the Community regarding the content of Draft District Map(s), the proposed sequence of elections of Councilmembers and a District-Based Election System for the City Council, and to Consider Draft District Maps.

This item was introduced by City Attorney Eric Dunn and turned over to Andrew Westall of Bear Demographics and Research for the presentation on this item.

The following Councilmember's spoke:

Rabb

The Mayor opened the Public Hearing at 6:53 p.m.

The following person spoke at Public Comment:

Nanette Plascencia

The Mayor closed the Public Hearing at 6:56 p.m.

The following Councilmember's spoke:

**Rogers
Rabb
Nava
Corona
Vargas**

Based on consensus of the City Council direction was given to proceed with Draft Map #4 and noting that Districts #1 and #3 would be up for election at the November 2022 Election.

The Mayor called for a motion.

M/S/C: Moved by David Starr Rabb, seconded by Malcolm Corona to Approve moving forward with Draft Map #4 and designating that Districts #1 and #3 would be up for election at the November 2022 Election.

AYES: Malcolm Corona, David Starr Rabb, Rita Rogers,
Marisela Nava, Michael Vargas

NOES:

ABSENT:

ABSTAIN:

7. PRESENTATIONS/ANNOUNCEMENTS:

Due to technical difficulties with Item 6.A., Item 7.A. was take prior to Item 6.A.

B. Recognition of Perris Police Explorers-2021-Riverside County Explorer Pistol Competition.

C. City of Perris Employee of the Quarter Recognition for Fourth Quarter of 2021.

This item was continued to the February 22, 2022 City Council meeting.

8. YOUTH ADVISORY COMMITTEE COMMUNICATIONS:

Savanna Herrera, President of the Youth Advisory Committee, gave the report.

9. PUBLIC COMMENT/CITIZEN PARTICIPATION:

There was no Public Comment.

10. APPROVAL OF MINUTES:

A. Approved the Minutes of the Regular Meeting held on January 25, 2022, of the City Council, Successor Agency to the Redevelopment Agency, Public Finance Authority, Public Utility Authority, Housing Authority, Perris Community Economic Development Corporation and the Perris Joint Powers Authority.

The Mayor called for a motion.

M/S/C: Moved by Marisela Nava, seconded by Malcolm Corona to Approve the Minutes, as presented.

AYES: Malcolm Corona, David Starr Rabb, Rita Rogers,
Marisela Nava, Michael Vargas

NOES:
ABSENT:
ABSTAIN:

11. CONSENT CALENDAR:

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

- A. Adopted Resolution Numbers 5919, 5920 and 5921 regarding Annexation of Tracts 37223, 37722, 37816, 37817 and 37818 to Maintenance District No. 84-1. Tracts 37223, 37722, 37816, 37817 and 37818 are located within the Green Valley Specific Plan. APN(s). 330-150-010, 330-150-017, 327-220-007, 327-220-008, 327-220-009, 327-220-010, 327-220-011, 327-220-017, 327-220-027. (Owner(s): Raintree, Richmond American Homes, and Tri Pointe Homes)

Resolution Number 5919 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, INITIATING PROCEEDINGS, APPOINTING THE ENGINEER OF WORK, ORDERING THE PREPARATION OF A DISTRICT MAP INDICATING THE PROPOSED BOUNDARIES OF AN ANNEXATION TO THE CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1, AND FOR PROVIDING OTHER ENGINEERING SERVICES IN THE MATTER OF THE ANNEXATION OF TRACTS 37223, 37722, 37816, 37817 AND 37818 INTO MAINTENANCE DISTRICT NUMBER 84-1

Resolution Number 5920 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, OF PRELIMINARY APPROVAL OF ENGINEER'S REPORT FOR ANNEXATION OF TRACTS 37223, 37722, 37816, 37817 AND 37818 TO CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1

Resolution Number 5921 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DECLARING INTENTION TO ORDER THE ANNEXATION TO CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1, DECLARING THE WORK TO BE OF MORE LOCAL THAN ORDINARY PUBLIC BENEFIT; SPECIFYING THE EXTERIOR BOUNDARIES OF THE AREA TO BE ANNEXED TO MAINTENANCE DISTRICT NUMBER 84-1 AND TO BE ASSESSED THE COST AND EXPENSE THEREOF; DESIGNATING SAID ANNEXATION AS ANNEXATION OF TRACTS 37223, 37722, 37816, 37817 AND 37818 TO MAINTENANCE DISTRICT NUMBER 84-1; DETERMINING THAT THESE PROCEEDINGS SHALL BE TAKEN PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972; AND

OFFERING A TIME AND PLACE FOR HEARING OBJECTIONS
THERE TO ON MARCH 29, 2022

- B. Adopted Resolution Numbers 5922, 5923 and 5924 regarding Annexation of Tracts 37223, 37722, 37816, 37817 and 37818 to Landscape Maintenance District No. 1 (LMD 1). Tracts 37223, 37722, 37816, 37817 and 37818 are located within the Green Valley Specific Plan. APN(s). 330-150-010, 330-150-017, 330-150-031, 327-220-007, 327-220-008, 327-220-009, 327-220-010, 327-220-011, 327-220-017, 327-220-027. (Owner(s): Raintree, Richmond American Homes, and Tri Pointe Homes)

Resolution Number 5922 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, INITIATING PROCEEDINGS, APPOINTING THE ENGINEER OF WORK, ORDERING THE PREPARATION OF A DISTRICT MAP INDICATING THE PROPOSED BOUNDARIES OF AN ANNEXATION TO THE CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1, AND FOR PROVIDING OTHER ENGINEERING SERVICES IN THE MATTER OF THE ANNEXATION OF BENEFIT ZONE 162 TRACTS 37223, 37262, 37722, 37816, 37817 AND 37818 TO LANDSCAPE MAINTENANCE DISTRICT NUMBER 1

Resolution Number 5923 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, OF PRELIMINARY APPROVAL OF ENGINEER'S REPORT FOR ANNEXATION OF TRACTS 37223, 37262, 37722, 37816, 37817 AND 37818 TO BENEFIT ZONE 162, CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1

Resolution Number 5924 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DECLARING INTENTION TO ORDER THE ANNEXATION TO BENEFIT ZONE 162, CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1, DECLARING THE WORK TO BE OF MORE LOCAL THAN ORDINARY PUBLIC BENEFIT; SPECIFYING THE EXTERIOR BOUNDARIES OF THE AREA TO BE ANNEXED TO BENEFIT ZONE 162, LANDSCAPE MAINTENANCE DISTRICT NUMBER 1 AND TO BE ASSESSED THE COST AND EXPENSE THEREOF; DESIGNATING SAID ANNEXATION AS ANNEXATION OF TRACTS 37223, 37262, 37722, 37816, 37817 AND 37818 TO BENEFIT ZONE 162, LANDSCAPE MAINTENANCE DISTRICT NUMBER 1; DETERMINING THAT THESE PROCEEDINGS SHALL BE TAKEN PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972; AND OFFERING A TIME AND PLACE FOR HEARING OBJECTIONS THERETO ON MARCH 29, 2022

- C. Adopted Resolution Number 5925 regarding Annexation of Tracts

37223, 37722, 37816, 37817 and 37818 to Flood Control Maintenance District No. 1 (FCMD 1). Tracts 37223, 37722, 37816, 37817 and 37818 are located within the Green Valley Specific Plan. APN(s). 330-150-010, 330-150-017, 327-220-007, 327-220-008, 327-220-009, 327-220-010, 327-220-011, 327-220-017, 327-220-027. (Owner(s): Raintree, Richmond American Homes, and Tri Pointe Homes)

Resolution Number 5925 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DECLARING INTENTION TO AUTHORIZE LEVYING ASSESSMENTS UPON CERTAIN PARCELS OF REAL PROPERTY, TO ORDER ANNEXATION OF TRACTS 37223, 37722, 37816, 37817 AND 37818 TO BENEFIT ZONES 124, 125, 126, 127, AND 128, FLOOD CONTROL MAINTENANCE DISTRICT NUMBER 1, PURSUANT TO THE BENEFIT ASSESSMENT ACT OF 1982; AND OFFERING A TIME AND PLACE FOR HEARING OBJECTIONS THERETO ON MARCH 29, 2022

- D. Adopted Resolution Number 5926 regarding Annexation of Tracts 37223, 37262, 37722, 37816, 37817 and 37818 into CFD 1-S (South Perris Public Services District)-Annexation No. 9. Tracts 37223, 37262, 37722, 37816, 37817 and 37818 are located within the Green Valley Specific Plan. APN(s). 330-150-010, 330-150-017, 330-150-031, 327-220-007, 327-220-008, 327-220-009, 327-220-010, 327-220-011, 327-220-017, 327-220-027. (Owner(s): Raintree, Richmond American Homes, and Tri Pointe Homes)

Resolution Number 5926 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 1-S (SOUTH PERRIS PUBLIC SERVICES) OF THE CITY OF PERRIS DECLARING ITS INTENTION TO ANNEX CERTAIN TERRITORY THERETO [ANNEXATION NO. 9]

- E. Approved the purchase of a FARO Reconstruction Machine.
- F. Adopted Resolution Number 5927 authorizing the submittal of an application for the Recreational Trails Grant Program for the development of the San Jacinto River Trail Project.

Resolution Number 5927 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, APPROVING THE APPLICATION FOR GRANT FUNDS FROM THE RECREATIONAL TRAILS PROGRAM FOR THE DEVELOPMENT OF THE SAN JACINTO RIVER TRAIL PROJECT.

- G. Adopted Resolution Number 5928 authorizing the submittal of an application for the Land and Water Conservation Fund Grant

Program for the future Green Valley Community Park located between Green Valley Parkway and Murrieta Road, Perris, CA.

Resolution Number 5928 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, APPROVING THE APPLICATION FOR LAND AND WATER CONSERVATION FUND GREEN VALLEY PROJECT

- H. Adopted Resolution Number 5929 to continue Tele/Video-Conference Meetings during COVID-19 State of Emergency pursuant to the Provisions of AB 361.

Resolution Number 5929 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, MAKING FINDINGS THAT PURSUANT TO ASSEMBLY BILL 361 THAT THE PROCLAIMED STATE OF EMERGENCY CONTINUES TO IMPACT THE ABILITY TO MEET SAFELY IN PERSON AND AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODIES OF THE CITY OF PERRIS FOR THE PERIOD BEGINNING FEBRUARY 8, 2022 AND ENDING MARCH 10, 2022 PURSUANT TO BROWN ACT PROVISIONS.

- I. Approved the City's Monthly Check Register for November 2021.

The Mayor called for a motion.

M/S/C: Moved by Marisela Nava, seconded by Malcolm Corona to Approve the Consent Calendar, as presented.

AYES: Malcolm Corona, David Starr Rabb, Rita Rogers, Marisela Nava, Michael Vargas

NOES:

ABSENT:

ABSTAIN:

12. BUSINESS ITEMS:

- A. Consideration and discussion regarding the International Mother Language Monument Project Design.

This item was presented by Director of Community Services Sabrina Chavez.

The following Councilmember's spoke:

Rabb

Vargas

Corona

- B. Presentation of the new City of Perris Childcare Assistance Program.

This item was introduced by Director of Community Services Sabrina Chavez and turned over to Public Health Supervisor Crystal Lopez for the presentation.

The following Councilmember's spoke:

Corona

Nava

Rabb

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

The following Councilmember's spoke:

Nava

Rogers

Rabb

Corona

Vargas

14. CITY MANAGER'S REPORT:

15. ADJOURNMENT:

There being no further business Mayor Vargas adjourned the Regular City Council meeting at 7:48 p.m.

Respectfully Submitted,

Nancy Salazar, City Clerk



10.A.

CITY OF PERRIS
CITY COUNCIL
AGENDA SUBMITTAL

MEETING DATE: February 22, 2022

SUBJECT: Community Services Facility Usage and Fees Policy Amendment

REQUESTED ACTION: Approve the attached Resolution (next in order) amending the Community Services Facility Usage and Fees Policy and rescinding prior Resolution No. 4916 (Facility Usage)

CONTACT: Arcenio Ramirez, Interim Assistant Director of Community Services

Background/Discussion:

The City of Perris' community facilities, parks and athletic fields are available for use by organizations and the public for cultural, social, and recreational activities and programs. Facility usage for these purposes is coordinated by the Community Services Department.

On September 8, 2015, the City Council approved Resolution Number 4916, which amended the Community Services Facility Usage and Fees Policy ("Facility Use Policy") with updated fees charged for the rental of City recreational facilities and parks.

The attached draft Resolution (next in order) identifies the changes made to the Facility Use Policy. All proposed changes to the Facility Use Policy are marked in blue on Exhibit A of attached draft Resolution. This information was reviewed and discussed with the Parks and Recreation Committee and staff was directed to move forward with the proposed amendments. Staff is recommending that the City Council adopt Resolution Number (next in order) to update the Facility Use Policy as proposed.

BUDGET (or FISCAL) IMPACT: No impact to budget.

Prepared by: Joshua Estrada, Parks Coordinator

REVIEWED BY:

Arcenio Ramirez, Interim Assistant Director of Community Services

City Attorney _____
Assistant City Manager _____
Deputy City Manager _____

Attachments: 1: Draft Resolution Number (Next in Order) Community Services Facility Use Policy; and Exhibit A: Community Services Facility Use Policy

Consent: X
Public Hearing:
Business Item:
Presentation:
Other:



CITY OF PERRIS
COMMUNITY SERVICES

**Attachment 1:
Facility Use Policy Resolution
No. (Next in Order); and
Exhibit A: Draft Community
Services Facility Use Policy**

RESOLUTION NO. (Next in Order)

***A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS,
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AMENDING
THE CITY OF PERRIS COMMUNITY SERVICES FACILITIES USAGE
POLICY AND RESCINDING RESOLUTION 4916.***

WHEREAS, on September 8, 2015, the City Council approved Resolution Number 4916 revising the Community Services Facilities Fee Schedule; and

WHEREAS, on February 22, 2022, the City Council approves Resolution Number (Next in Order) to revise the Community Services Facilities Policy to amend language and fees; and

WHEREAS, the revised Community Services Facilities Usage Policy and Fee Schedule has been amended as follows in Exhibit A of this Resolution; and

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

Section 1. Resolution Number 4916 is hereby rescinded.

Section 2. The City Council approves the revised Facilities Usage Policy and Fee Schedule as set forth in Attachment 3, attached hereto and incorporated herein by this reference.

Section 3. The above recitals are all true and correct.

Section 4. The Mayor shall sign and the City Clerk shall certify to the passage and adoption of this Resolution.

ADOPTED, SIGNED, and APPROVED this 22nd day of February 2022.

Michal M. Vargas, Mayor

ATTEST:

Nancy Salazar, City Clerk

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

I, Nancy Salazar, CITY CLERK OF THE CITY OF PERRIS, DO HEREBY CERTIFY that the foregoing Resolution Number (next in order) was duly adopted by the City Council of the City of Perris at a regular meeting of said City Council on the 22nd day of February 2022, and that it was so adopted by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Nancy Salazar, City Clerk

Exhibit A: Community Services Facility Use Policy

EXHIBIT A
CITY OF PERRIS
COMMUNITY SERVICES
FACILITIES USE POLICY

PURPOSE STATEMENT

To ensure that City Community Services facilities are operated and maintained for the benefit of Community residents. —Community Services has been delegated the responsibility to administer these policies.

A. GENERAL POLICIES

1. The primary use of the City of Perris Community Services Facilities is to provide activities to the Community that is recreational, educational and cultural in nature.
2. To ensure that all potential users receive an impartial consideration when requesting to reserve Community Services Facilities, a permit request process is necessary.
3. City Departments and Activities will have priority use of the Facilities over other applications for facility space. When unforeseen circumstances result in use conflict, Facility Use Permits may be canceled as authorized by the City Manager or designated representative. If cancellation is unavoidable, every effort will be made to either reschedule or locate alternate facilities.
4. The use of Parks and Community Services Areas or Facilities shall not be granted when, as determined by the City Manager or designated representative, such as (compatibility, time, location, lights, and noise) it is not in the best interest of the City.
5. A schedule of Facility Use Fees has been developed and approved by the City Council. Fees must be paid prior to issuance of a permit.
6. All Community Services Facility Use Permits shall require users to provide general liability insurance as set forth by said Policies and Procedures in Section B, *Facilities Usage Procedures and Policies*.
7. All permit reservations may not exceed the starting or ending times on permit. All parks close at 10pm, and all participants are expected to be off the property at 10pm. The City will carefully consider requests for light use beyond 10:00 p.m.; however, under no circumstances will reservations or activities extend beyond 11:00 p.m.
8. All facilities are closed on recognized City holidays.

USE PRIORITIES

For the purpose of determining the priority of use and rental charges to be paid for the use of Community Services Department Facilities, a list of user groups is hereby established and is set forth in order of priority as follows:

CITY PROGRAMS

1. **CITY PROGRAMS**: Programs organized, promoted and conducted by the City of Perris shall have priority over all other users.
2. **CITY CO-SPONSORED PROGRAMS**: Programs and activities offered through joint efforts and sponsorship of the City and an established non-profit community group or organization which generally meets the following description and/or requirements:
 - (a) The group must have by-laws which define the purpose of the organization. All financial records shall be available to the City at all times.
 - (b) Only such fees and charges that are approved through special agreement with the City shall be levied for the offering of co-sponsored activities and events for the purpose of co-sponsored groups and organizations.
 - (c) The group or activity must receive expressed written acceptance from the City Manager or designated representative in order to be considered co-sponsorship and is required to conform to the City's adopted co-sponsorship criteria.
 - (d) Co-sponsorship will be reviewed on a regular basis and no less than once per year. Co-sponsorship may be granted for a single event or ongoing use.

3. **GROUP I:**

City Of Perris based youth and adult sports and recreation group programs and activities offered through non-profit organizations having the following qualifications:

- (a) Letter of Determination from the Internal Revenue Service indicating that the organization is a recognized 501 (c)(3).
- (b) Proof of adult leadership, advisors and/or chaperones. (For youth activities only)
- (c) A majority of the participants must be seventeen (17) years of age or younger. (For youth activities only)
- (d) Shall not restrict persons from membership because of race, religion, sex, ethnic origin, social or economic status.

(e) Meets regularly and has definite organizational structure including but not limited to:

1. League By-Laws, which lists the time and place for annual/quarterly meetings, election of officers, and appointment of two representatives to the City's Sports Commissioner committee.
2. Local league rules, officers and an annual Financial Statement.
3. List of current officers.
4. List of all participants (denote resident or non-City resident).
5. "Residential Preference Rule". During the registration period Perris residents are to be placed on teams first, and other vacancies may be filled by non-residents who must reside in the Perris High School and/or Val Verde School District areas, located in the County of Riverside, provided that all other registration and/or eligibility requirements are met. (applies to Youth leagues/organizations only)
6. The above documents are required to be filed with the Community Services Department.
7. Such documents will remain on file and updated annually or as needed.
8. If during usage of facilities the participating organizations By-Laws and/or local rules are not followed, the City reserves the right to suspend facility usage until the situation is corrected.

(f) Membership shall not be restricted by voting or any other procedures.

(g) Participants must be comprised of at least 90% City of Perris residents.

4. **CITY RESIDENTS**

(a) A discount will be applied only for the first reservation within the calendar year for each household/organization for select facilities.

5. **RECREATION PROJECTS**: Community recreational, training or education projects or programs.
6. **SPECIAL USE**: Educational programs or activities sponsored by a local School District with which the City has reciprocal facility use. Perris based religious groups holding a 501(c)(3) tax exempt status (for religious services), or other government agencies not shown in the priority list above. At the discretion of the City, special arrangements may be made with such agencies by joint use agreements or other special arrangements.

GROUP II

1. **NON-CITY RESIDENTS**

2. **LIMITED MEMBERSHIP GROUPS**: Which are restricted by voting or other procedures. Such as: Lodges, Fraternal Organizations, Unions, etc.

3. **PRIVATE USE (RECREATIONAL)**: Including parties, recreations, banquets, etc.

4. **PRIVATE USE (NON-RECREATIONAL)**: Including weddings, church services, business meetings, etc.
5. **COMMERCIAL USE**: Use by individuals or groups for commercial or profit-making activities.

B. FACILITIES USAGE PROCEDURES AND POLICIES

The following policies and procedures have been established for the usage of the City Community Services facilities in order to better serve the Community's needs.

USAGE PROCEDURES

The following documents must be filled out in full and returned to the Community Services Department, **4 weeks for Recurring Use, or 15 days for non-recurring use**, prior to usage before a permit to use City Facilities will be issued:

1. Application Form: If usage is for schools or private leagues, a schedule, practice schedule, etc with dates and times must be included.
2. Certificate of Insurance. (See Policies Section 2 for clarification).
3. Clean-up deposit, and/or other fees or deposits as required. -All applicable fees must be paid in advance or for recurring uses by monthly invoice. - **Fees which are not paid by the 15th day of the month of usage, may result in such Permit being revoked subject to the discretion of the Community Services Department Director or his designee.**

When usage is approved, a permit will be issued to the applicant. Requests for changes in usage after a permit is issued must be made in writing to the Community Services Department and are subject to approval by the Community Services Director or his designee.

POLICIES

1. Facilities are scheduled based on the Use Priorities Schedule, plus individual applicant needs (number of participants) and availability according to Facility Use Policy.
 - a. **No organization shallOrganizations may be permitted (except for City Sponsored programs) to reserve the Bob Glass Gymnasium, Community Room and Senior CenterCity Facilities for a period totaling more than one time six (6) months (180 days). month time period for the lifespan of the organization, no exceptions. Buildings are normally closed on all holidays as observed by the City, and permits will not be granted on those days~~without prior approval.~~.**
2. Applicants must supply a certificate of General Liability insurance with the City named as an "ADDITIONALLY INSURED" for all user groups conducting reserved

or sporting event activities. -Limits shall be no less than \$1,000,00.00 per occurrence for all covered losses and no less than \$2,000,000.00 general aggregate. -The City, its officers, officials, employees, and volunteers are to be covered as additional insureds for liability arising out of the use of a park or facility by the applicant.

3. Use of any City Facility by any youth organization shall require adult supervision at all times, at a minimum of one adult for each 20 youths.
4. Sportsmanlike conduct shall be observed by all participants, parents and organizers, at all times. Organizations are responsible for the conduct of their group.
5. Applicants agree to pay for all damage and/or loss of property, if any, which occur during the permitted usage period.
6. Applicants are responsible for returning City facilities in the same condition as it was received during the initial walk-through prior to the beginning of a permitted event. All trash must be picked up in the facility.
7. Security personnel as required by the Police Chief and/or City Manager or designated person, shall be arranged through a private security company and approved in advance by the Chief of Police, if applicable. When required, security must be present at the time applicant takes possession of the building and remain on duty until building is vacant.
8. No posters, bulletins, flyers or advertising signs are to be posted without first getting written authorization from Community Services Department.
9. No electrical, plumbing, painting or repair work of any kind is to be done without first getting written authorization from the City Manager or designated representative. This includes portable or permanent structures of any size or shape installed on City facilities.
10. Use of snack bars on City facilities will only be permitted on days the facilities are reserved unless other arrangements are made ahead of time **in writing** to Community Services Department. -All food and drink is to be moved in and out as usage requires. Glass containers of any kind are not allowed. -Snack Bar shall be thoroughly cleaned after each usage.
11. Alcoholic beverages of any kind are not permitted on ~~any city facility~~city facilities. An alcohol license can be acquired for the Senior Center and Perris Green City Farm, for more information refer to the alcohol license policy.

12. The following applies to City Gymnasium:

**NO SMOKING ALLOWED INSIDE OR WITHIN 20 FEET OF THE ENTRANCE/EXIT
ALCOHOLIC BEVERAGES OF ANY KIND ARE NOT PERMITTED**

13. Gates and doors shall be locked, windows secured, and lights turned off after usage, if applicable.

~~—applicable.~~

14. Failure to observe the above rules could result in the suspension of the usage of the facility.
15. Failure to observe Policy #6 will result in the forfeiture of the clean-up deposit.

ALCOHOL IN CITY FACILITIES POLICIES

Each client wishing to have alcohol at their event must abide by the following regulations regarding alcohol use in the City of Perris Senior Center, Perris Green City Farm, and Santa Fe Depot facilities:

- a) Alcoholic beverages may be consumed with a completed Policy & Agreement Application through the Community Services Department.
- b) A lessee must obtain a special event alcohol permit from the California Department of Alcoholic Beverage Control Department. In the event of a caterer, such company shall obtain a caterer's alcohol permit license from the California Department of Alcoholic Beverage Control Department.
- c) A City approved on-site security and contracted by the City shall be provided during the event at either the Santa Fe Depot, Perris Green City Farm, or Senior Center. A fee in the amount of \$30.00 an hour shall be paid at the time the rental agreement is executed to cover security fees. This fee shall cover the cost for security when alcoholic beverages are sold and/or provided during the event. Such fee shall not be waived.
- d) A City staffing fee of \$27.00 an hour shall be applied for events at the Senior Center and Perris Green City Farm whenever alcohol will be sold or consumed at the facility. Such fee shall not be waived.
- e) It is illegal to serve alcoholic beverages to any person under the age twenty-one (21).
- f) Beverage serves and any security office have the right to refuse service/sale to anyone who appears to be intoxicated or under age 21.
No alcoholic beverages may be taken outside of the building or garden by guests or participants

Alcohol Reservation Policy:

1. Alcohol is not permitted if the guest of honor is under 21 years of age.
2. Beer, white wine, and champagne are the only alcoholic beverages that can be served.
3. All alcohol must be served by a certified bartender and have an active license with ABC
4. Submitted at least 30 days prior to the event.
5. Reservation must pay cost for the city security staff.

6. Submit a contract between the caterer/vendor and the event organizer.
7. Have a copy of the Alcohol Liability Insurance.

Payment of Rental Fees:

<u>Amenity</u>	<u>Non-profit residents/Residents</u>	<u>Non-Residents</u>
Permit Deposit	\$200.00	\$200.00
Security	\$30.00/hr	\$30.00/hr
Alcohol Permit	\$20.00/hr	\$20.00/hr
Staff Fee	\$27.00/hr	\$27.00/hr

General Limitations on Consumption of Alcoholic Beverages:

1. Alcohol may only be served and consumed in clear plastic container within the banquet room, Santa Fe Depot, and Perris Green City Farm. Beverages are not permitted outside of the banquet room, Santa Fe Depot, and Perris Green City Farm.
2. Alcohol may only be served for a maximum of four (4) hours. Serving of alcohol must stop one (1) hour prior to the end of event.
3. No persons under the age of 21 will be permitted to serve or consume alcohol.
4. Alcohol sales, dispensing and consumption area(s) must be separated from the rest of the event. The areas shall be surrounded by a barricade no less than four (4) feet tall. The barricade shall be constructed in a manner that no person can pass under or over or through it except at established entry and exit points as designated on the approved site plan.
5. Have all entry and exit points into the alcohol sales, distributing and consumption area (s) staffed with age-appropriate volunteers or staff. These locations can be staffed by the individuals checking proper identification.
6. Serve all alcohol from its original container. When serving into another container, the container must be a readily identifiable container not more than sixteen (16) ounces in size and shall not bear a logo for a non-alcoholic beverage.

PARKS AND FACILITIES	
Park	Address
Banta Beatty Park	118 100 North D Street
Bob Long Memorial Park	590 East San Jacinto Avenue
Copper Creek Park	217 Citrus Avenue
<u>El Nido Pocket Park</u>	<u>1617 El Nido Avenue</u>
Foss Field Park	138 North Perris Blvd
<u>Fletcher Park</u>	<u>200 East 4th Street</u>
Frank Eaton Memorial Park	3600 Bradley Road
<u>Goetz Park</u>	<u>3020 Goetz Road</u>
Howard Schlundt Park	150 East 4 th Street
<u>Liberty Park</u>	<u>1040 Kestrel Gate</u>
May Ranch Linear Park	3792 3560 Evans Road
<u>May Ranch Park</u>	<u>3030 Poppy Court</u>
<u>May Ranch Pocket Park</u>	<u>3787 Hazel Drive</u>
Mercado Park	925 South D Street
Metz Park	251 Metz Road
Monument Ranch Park	163 Monument Parkway
Morgan Street Park	600 East Morgan Street
Patriot Park Sports Complex (Soccer)	525 Murrieta Road
Patriot Park (Football)	525 Murrieta Road
Paragon Park	264 Spectacular Bid
<u>Paws Park</u>	<u>1265 Blazing Star Drive</u>
<u>Perris Green City Farm</u>	<u>101 North D Street</u>
Rotary Park	1491 A Street
Russell Stewart Park	160 East 1 st Street
Skydive Baseball Park	415 Dale Street
<u>TRAILS</u>	
<u>Perris Valley Trail</u>	

Facility	Address
Bob Glass Gymnasium	101 North D Street
- Community Room	
- Kitchen	
<u>-Gymnasium/Stage</u>	
Perris Senior Center	100 North D Street
- Banquet Room	
- Kitchen	
<u>-Lounge</u>	
- Pool Room	
- Nutrition Room	
<u>-TeenStatler Youth Center</u>	<u>101 North D Street</u>

Revised: ~~September 8, 2015~~ February 10, 2022

Reso #: 4916

Community Services Office

227 North D Street

BOB GLASS GYMNASIUM FEES

	Group (1)	Group (2)
	Local Non-Profits	Non-Profit agencies
	Public Agencies	Non-residents
	City Residents	Commercial Users

Note: Group (1) will receive a discount for the first reservation within the calendar year.

GYMNASIUM

Hourly fee	\$100	\$200
Cleaning/damage deposit (refundable)	\$250	\$250
Staff hourly fee	\$20 27	\$20 27
Set-up / breakdown fee	\$60 100	\$60 100

COMMUNITY ROOM

Hourly fee	1st \$30 \$100 2 nd \$50	\$125
Cleaning/damage deposit (refundable)	\$50 100	\$100 150
Staff hourly fee	\$20 27	\$20 27
Set-up / breakdown fee	\$50 100	\$50 100

COMMUNITY ROOM + KITCHEN

Hourly fee	1st \$100 \$150 2 nd \$125	\$175
Cleaning/damage deposit (refundable)	\$75 125	\$100 150
Staff hourly fee	\$20 27	\$20 27
Set-up / breakdown fee	\$50 100	\$50 100

GYM + COMMUNITY ROOM + KITCHEN

Hourly fee	1st \$200 2 nd \$250	\$350
Cleaning/damage deposit (refundable)	\$350	\$350
Staff hourly fee	\$20 27	\$20 27
Set-up / breakdown fee	\$110 125	\$110 125

PERRIS SENIOR CENTER FEES

	Group (1)	Group (2)
	Local Non-Profits Public Agencies City Residents	Non-Profit agencies Non-residents Commercial Users

BANQUET ROOM

Hourly fee	1 st \$30 \$100 ^{2nd} \$50	\$125
Cleaning/damage deposit (refundable)	\$50 100	\$100 150
Staff hourly fee	\$20 27	\$20 27
Set-up / breakdown fee	\$50 100	\$50 100

**BANQUET ROOM +/- KITCHEN
/LOUNGE**

Hourly fee	\$100 150	\$150 250
Cleaning/damage deposit (refundable)	\$75 250	\$100 350
Staff hourly fee	\$20 27	\$20 27
Set-up / breakdown fee	\$50 125	\$50 125

KITCHEN / LOUNGE

SPECIAL EVENT/USE FEES

	Group (1)	Group (2)
	Local Non-Profits Public Agencies City Residents	Non-Profit agencies Non-residents Commercial Users

Note: Garden reservations also require portable toilets. Tables and Chairs not included

PERRIS GREEN CITY FARM

Hourly fee (No alcohol license)	\$20 150	\$50 250
Hourly fee (With alcohol license)	\$20 250	\$50 350
Cleaning/damage deposit (refundable)	\$250	\$275 350
Staff hourly fee	\$20 27	\$20 27

**TEEN CENTERSPECIAL EVENTS –
Maximum 200 people**

Hourly fee Special event rental (8 Hour Maximum)	\$60 400	\$150 600
Cleaning/damage deposit (refundable)	\$250 500	\$275 750
Staff hourly fee	\$20 35	\$20 35

SPORTS FIELD AND PARK RENTAL FEES

	Group (1)	Group (2)
	Local Non-Profits Public Agencies City Residents	Non-Profit agencies Non-residents Commercial Users

SOCCER/BASEBALL/FOOTBALL FIELDS

Youth Sports Leagues (<u>Lights Not Included</u>)	\$73 hour/per <u>parkfield</u>	\$1215 hour/per <u>parkfield</u>
Adult Sports Leagues (no field lights <u>Lights Not Included</u>)	\$15 hour/ per <u>parkfield</u>	\$30 hour/ per <u>parkfield</u>
<u>Adult Sports Leagues (with field lights)Field Lights</u>	\$2510 hour/ per <u>parkfield</u>	\$50 hour/per <u>parkfield</u>
<u>Field Preparation (per field)</u>	\$18	\$18
<u>Equipment Deposit*</u>	\$100 <u>250</u>	\$150 <u>per score board</u>
<u>Clean-upLeague Deposit Per Season*</u>	\$100 <u>500</u>	\$150 <u>750</u>
<u>Snack Bar Deposit*</u>	\$25 <u>250</u>	\$50 <u>500</u>
<u>Key Deposit*</u>	\$25 <u>per key</u>	\$25 <u>per key</u>
<u>Staff Call-out (per hour, minimum of 2 hours)</u>	\$20 <u>27</u>	\$20 <u>27</u>
<u>Special events/tournaments (no field lights)**</u>	\$200 day/ per field	\$400 day/ per field
<u>Special events/tournaments (with field lights)</u>	\$225 <u>day/25</u> per <u>hour/per field</u>	\$425 <u>day25</u> per <u>hour/ per field</u>
<u>Special Event Deposit*</u>	\$250 <u>Per Field</u>	\$350 <u>Per Field</u>

PATRIOT PARK SOCCER COMPLEX SYNTHETIC FIELDS

Youth Sports Leagues**	\$25 <u>35</u>	\$70 <u>80</u>
Adult Sports Leagues**	\$25 <u>40</u>	\$70 <u>90</u>
Special events/tournaments (no field lights)	\$200 <u>400</u> per day***	\$500 <u>700</u> day***
Special events/tournaments (with field lights)	\$225 <u>25</u> hour per <u>dayfield</u>	\$525 <u>25</u> hour per <u>dayfield</u>
<u>Clean up deposit*</u>	\$500	\$1000
<u>Staff Call-outFee (per hour, minimum of 2 hours)</u>	\$20 <u>27</u>	\$20 <u>27</u>
<u>For Special Events/Tournaments</u>		

PARK PAVILIONS

<u>Standard Shelter Reservation fee*****</u>	<u>\$125 per hour</u>	<u>\$127 per hour</u>
<u>Group Shelter Reservation Fee****</u>	<u>\$10 per hour</u>	<u>\$12 per hour</u>

*Equipment, clean up, snack bar, and key deposits are refundable.

** League fees will automatically increase to \$30 per hour September 8,

2016. *Equipment, league, clean up, snack bar, and key deposits are refundable.

**** A permit to reserve a park pavilion will not be issued until all fees are paid. 3-hour minimum rental.

*** 8 Hours Maximum

**** Shelter spaces with more than 2 picnic tables

PARK USAGE PROCEDURES

The City of Perris welcomes the use of parks and sports fields by local youth and adult sports organizations and is interested in developing relationships with these groups. The City of Perris policies are designed to create fairness in the allocation of fields and are based on the accurate provision of information given by each organization. -Although the City of Perris may check to verify accuracy, all organizations are expected to verify to the best of their ability the residency requirements in good faith. -If any information is found to be inaccurate or overstated, the City of Perris has the authority to rescind its original agreement and re-issue field use so that it best meets the needs of the city.

The following documentation must be completed and returned to the Community Services Department office, **4 weeks** prior to the requested date:

1. Facilities Use Application Form.
2. Certificate of Insurance with the City named as "ADDITIONALLY INSURED".
 - a. **Applicants must supply a certificate of General Liability insurance with the City named as an "ADDITIONALLY INSURED" for all user groups conducting reserved or sporting event activities. Limits shall be no less than \$1,000,00.00 per occurrence for all covered losses and no less than \$2,000,000.00 general aggregate. The City, its officers, officials, employees, and volunteers are to be covered as additional insureds for liability arising out of the use of a park or facility by the applicant.**
 - b. Names of officers, term limits, addresses, and phone numbers.
 - c. Board of Directors and general member meeting dates, time, and locations.
 - d. The most current member roster with addresses and phone numbers.
 - e. A copy of organizations by-laws and Articles of Incorporation.
 - f. Acceptable proof of non-profit status. Example: 501(c)(3)
 - g. Acceptable proof of national governing body affiliation

h. The City of Perris reserves the right to deny any group use of the fields without cause.

3. All applicable fees, if any, must be paid one (1) week prior to the requested use.

When usage is approved and all requirements fulfilled, a permit will be issued to the applicant.- Changes in usage after permit is issued must be submitted in writing to the Community Services Department as soon as possible. Adjustments to fees will not be made if the changes are not reported in a timely manner.

YOUTH/ADULT SPORTS AFFILIATE POLICY

AFFILIATE GROUPS DEFINED

Community non-profit organizations obtaining Affiliate Status in the City of Perris are considered independent of the City of Perris. -Decisions regarding group's functions and activities are the sole responsibility of each organization. The City of Perris assumes no jurisdiction over the administration, operation, and planning of groups activities. The City of Perris expects each organization to conduct business in a professional manner. This includes posting meetings notices, making meeting minutes and financial statement reports to members, and keeping members informed on board decisions.

1. All user groups must have an affiliation with a national governing body. That national body must have governance over the association. This includes requirements to submit rosters of their Board of Directors, financial reports, association constitutions, and the organization by laws.
2. The City of Perris will ~~manage~~ manage the athletic fields to ensure NO duplication of services. For example: Little League Baseball has rules that require that everyone must play (i.e. recreation) whereas Travel Club Baseball has no minimum play rule (i.e. competitive); thus these two organizations are similar activities but have different goals. There will be no more than 2 organizations of the same sport to ensure equity.
3. The Community Services Department sees the benefit of serving those people that live inside the City's boundaries. -Therefore, 90% of youth and adult participants ~~shall~~ must have City of Perris mailing addresses.
- 2.4. The affiliate recreational organizations must provide recreation programs which complement existing programs of the City of Perris Community Services Department and other affiliates.
- ~~• Failure to comply with the affiliation policy may result in the termination of the users' permit.~~

5. Violation of policies, rules, or regulations or the deliberate inclusion of misleading or misstated information on an application form can result in forfeiture of a deposit, forfeiture of fees paid and/or the suspension or cancellation of all facility use privileges by an individual or group. Violations will result in the following:
- i. First violation, 25% of the deposit will be deducted. Field use will not be permitted until deposit balance is replenished.
 - ii. Second violation, 50% of the deposit will be deducted. Field use will not be permitted until deposit balance is replenished.
 - iii. Third violation, 100% of the deposit will be deducted. Field use will not be permitted until the full deposit is replenished at a formal meeting between the City and the user. Additional penalties may be imposed.

FIELD USAGE/HOURS

1. All permit reservations may not exceed the starting or ending times on permit. All parks close at ~~10pm~~ 10:00PM, and all participants are expected to be off the property at ~~10pm~~ 10:00PM. The City will carefully consider requests for light use beyond 10:00PM; however, under no circumstances will reservations or activities extend beyond 11:00PM
2. It is the responsibility of all organizations to leave the fields permitted clean and orderly. ~~Any and all~~ All decoration, trash and debris must be placed in the provided receptacles.
3. All organizations must have their approved permit ~~with them~~ at all times or field usage maybe terminated by park ~~security~~ staff.
4. ~~In order to~~ To keep the City of Perris fields in good playing condition as well as to protect the public, generally no team will be allowed to practice or play games on City of Perris field during and/or for a period of 24 hours following rain. If after 24 hours, the fields are still in a wet and/or muddy condition, groups will not be allowed to practice or play games until the fields are in acceptable playable ~~condition~~ conditions. It is mandatory for users to call the office ~~after any rain~~ about ~~for~~ field usage approval after a rain event.
5. Users will be charged for all costs incurred by the City of Perris for repair to the turf and/or irrigation systems due to failure to comply with the rain policy. Repairs costs are based on actual expenses and normal City overhead. Failure to comply with the rain policy may also result in the termination of the users' permit.
6. The organization president/commissioner is responsible to contact the Community Services Department for field reports. -Reports are available Monday-Friday after

~~3:00pm~~00PM and includes weekend conditions. Good judgment by youth and adult coaches should be used on weekend play during inclement weather.

7. User of lighted athletic fields, upon approval, will be given access to turn on and shut off field lights on approved dates. Users must turn off lights immediately after use and shall not depend on the automatic timer. Failure to turn off lights after use will receive a violation notification and lose a portion of their deposit. The City may deny use of lighted facilities to any user that leaves the ballfield lights on.

SEASONS

<u>Usage</u>	<u>Fall/Winter</u>	<u>Spring/Summer</u>
Opening Date	August 1	February 1
Closing Date	December 15	June 15
Primary User (in-season sport)	Football/Soccer	Baseball/Softball
Secondary User	Baseball/Softball	Football/Soccer

Note: *These dates are subject to change to accommodate ~~scheduled~~for park maintenance.*

PICNIC SHELTER USAGE PROCEDURE

The City of Perris encourages the community to utilize the picnic shelters and gazebos areas. Picnic shelter reservations are for the picnic area only and does not include any amenities on the park site. The shelters are reserved on a first-come, first served basis, with priority given to City of Perris residents. The City will not issue permitted shelter reservations on observed holidays. All reservation requests and fees must be submitted no less than 15 working days prior to the intended use date. All persons reserving the shelters must abide to the following:

1. No person or group shall make or kindle a fire, use propane stoves, or cook any meal except in stoves or facilities specifically provided for such purpose. Only the site charcoal stoves/barbeques in designated areas are authorized and must be attended at all times.
2. Parks are open from 6:00AM to 10:00PM, the reserved shelter must be cleaned and vacated by 10:00PM.
3. Bounce houses and game/entertainment trucks must be approved 15 days prior to the reservation date and must have insurance, with the City of Perris as additionally insured. Water slides and water feature equipment is not permitted on park facilities.
4. No food trucks or vendors of any kind are permitted for shelter rentals.
5. Littering, tagging, graffiti, polluting, and dumping are prohibited. All trash and debris must be disposed of in the designated receptacles.
6. No vehicles are allowed on the grass or pathways.
7. City reserves the right to cancel or reject any reservation.
- 1-8. Park users shall not produce loud and unreasonable noise including playing music, using amplifications equipment, or playing musical instruments which disturbs, injures or endangers the health or peace of others.



CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

MEETING DATE: February 22, 2022

SUBJECT: Use or Sale of Alcoholic Beverage Policy in City Facilities

REQUESTED ACTION: Approve the attached Resolution (next in order) amending the Use or Sale of Alcoholic Beverages Policies; and rescinding prior Resolution No. 5179 (Alcohol on City Facilities).

CONTACT: Arcenio Ramirez, Interim Assistant Director of Community Services

Background/Discussion:

The City of Perris' community facilities are available for use by organizations and the public for cultural, social, and recreational activities and programs. Facility usage for these purposes is coordinated by the Community Services Department.

On September 27, 2017, the City Council approved Resolution Number 5179, which allowed for alcohol sale and consumption at the Perris Train Depot and the Perris Senior Center.

The attached draft Resolution (next in order) clarifies the added civic center facility for allowed alcohol sale and consumption, which includes the Perris Green City Farm. All changes are marked in blue on Exhibit A: Draft Facility Use Policy under General Limitations on Consumption of Alcoholic Beverages. This information was reviewed and discussed with the Parks and Recreation Committee and staff was directed to move forward with the proposed amendments. Staff is recommending that the City Council adopt Resolution Number (next in order) to update the Use or Sale of Alcoholic Beverages Policy in the Facility Use Policy as proposed.

BUDGET (or FISCAL) IMPACT: No impact to budget.

Prepared by: Joshua Estrada, Parks Coordinator

REVIEWED BY:

Arcenio Ramirez, Interim Assistant Director of Community Services

City Attorney _____
Assistant City Manager _____
Deputy City Manager _____

Attachments: 1: Draft Resolution Number (Next in Order) Use or Sale of Alcoholic Beverages;
and Exhibit A: Draft Community Services Facility Use Policy

Consent: X
Public Hearing:
Business Item:
Presentation:
Other:



CITY OF PERRIS
COMMUNITY SERVICES

Attachment 1:
**Use or Sale of Alcoholic
Beverages Resolution No. (Next
in Order); and Exhibit A: Draft
Community Services Facility
Use Policy**

RESOLUTION NO. (Next in Order)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AMENDING THE POLICY OF THE CITY OF PERRIS TO ALLOW THE USE OR SALE OF ALCOHOLIC BEVERAGES ON SPECIFIC CIVIC CENTER FACILITIES AND RESCINDING RESOLUTION 5179.

WHEREAS, the City Council approved Resolution No. 5179 on September 27, 2017 setting forth the City of Perris Department of Recreation Facilities Use Policies and to establish a fee schedule for the use or sale of alcoholic beverages; and

WHEREAS, the City Council of the City of Perris recognizes the need to allow opportunities for special events the ability to sell and/or consume alcoholic beverages in an orderly manner; and

WHEREAS, the City Council of the City of Perris, California, has determined to update its policy to allow the sale and consumption of alcoholic beverages on civic center premises, including the Perris Green City Farm, subject to specified locations and requirements set forth below;

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

Section 1. Resolution Number 5179 is hereby rescinded.

Section 2. The term “alcoholic beverages” is defined as any intoxicating (or hard) liquors or beverages made by distillation or fermentation, or both, including, but not limited to, any spirituous or vinous beverages, alcoholic liquors, beer, hard ciders, or liqueurs.

Section 3. The sale and/or consumption of alcoholic beverages shall be limited to the City of Perris Senior Center (100 N. “D” Street), the Perris Green City Farm (227 N. “D” Street), and Santa Fe Depot (2201 S. “A” Street) facilities, owned and operated by the City of Perris.

Section 4. Each client wishing to have alcohol at their event must abide by the following regulations regarding alcohol use in the City of Perris Senior Center, Perris Green City Farm, and Santa Fe Depot facilities:

- a) Alcoholic beverages may be consumed with a completed Policy & Agreement Application through the Community Services Department.
- b) A lessee must obtain a special event alcohol permit from the California Department of Alcoholic Beverage Control Department. In the event of a caterer, such company shall obtain a caterer’s alcohol permit license from the California Department of Alcoholic Beverage Control Department.
- c) A City approved on-site security and contracted by the City shall be provided during the event at either the Santa Fe Depot, Perris Green City Farm, or Senior Center. A fee in

the amount of \$30.00 an hour shall be paid at the time the rental agreement is executed to cover security fees. This fee shall cover the cost for security when alcoholic beverages are sold and/or provided during the event. Such fee shall not be waived.

- d) A City staffing fee of \$27.00 an hour shall be applied for events at the Senior Center and Perris Green City Farm whenever alcohol will be sold or consumed at the facility. Such fee shall not be waived.
- e) It is illegal to serve alcoholic beverages to any person under the age twenty-one (21).
- f) Beverage serves and any security office have the right to refuse service/sale to anyone who appears to be intoxicated or under age 21.
- g) No alcoholic beverages may be taken outside of the building or garden by guests or participants.

Section 5. The above recitals are all true and correct.

Section 6. The Mayor shall sign and the City Clerk shall certify to the passage and adoption of this Resolution.

ADOPTED, SIGNED, and APPROVED this 22nd day of February 2022.

Michal M. Vargas, Mayor

ATTEST:

Nancy Salazar, City Clerk

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

I, Nancy Salazar, CITY CLERK OF THE CITY OF PERRIS, DO HEREBY CERTIFY that the foregoing Resolution Number (next in order) was duly adopted by the City Council of the City of Perris at a regular meeting of said City Council on the 22nd day of February 2022, and that it was so adopted by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Nancy Salazar, City Clerk

Exhibit A: Community Services Facility Use Policy

EXHIBIT A
CITY OF PERRIS
COMMUNITY SERVICES
FACILITIES USE POLICY

PURPOSE STATEMENT

To ensure that City Community Services facilities are operated and maintained for the benefit of Community residents. —Community Services has been delegated the responsibility to administer these policies.

A. GENERAL POLICIES

1. The primary use of the City of Perris Community Services Facilities is to provide activities to the Community that is recreational, educational and cultural in nature.
2. To ensure that all potential users receive an impartial consideration when requesting to reserve Community Services Facilities, a permit request process is necessary.
3. City Departments and Activities will have priority use of the Facilities over other applications for facility space. When unforeseen circumstances result in use conflict, Facility Use Permits may be canceled as authorized by the City Manager or designated representative. If cancellation is unavoidable, every effort will be made to either reschedule or locate alternate facilities.
4. The use of Parks and Community Services Areas or Facilities shall not be granted when, as determined by the City Manager or designated representative, such as (compatibility, time, location, lights, and noise) it is not in the best interest of the City.
5. A schedule of Facility Use Fees has been developed and approved by the City Council. Fees must be paid prior to issuance of a permit.
6. All Community Services Facility Use Permits shall require users to provide general liability insurance as set forth by said Policies and Procedures in Section B, *Facilities Usage Procedures and Policies*.
7. All permit reservations may not exceed the starting or ending times on permit. All parks close at 10pm, and all participants are expected to be off the property at 10pm. The City will carefully consider requests for light use beyond 10:00 p.m.; however, under no circumstances will reservations or activities extend beyond 11:00 p.m.
8. All facilities are closed on recognized City holidays.

USE PRIORITIES

For the purpose of determining the priority of use and rental charges to be paid for the use of Community Services Department Facilities, a list of user groups is hereby established and is set forth in order of priority as follows:

CITY PROGRAMS

1. **CITY PROGRAMS**: Programs organized, promoted and conducted by the City of Perris shall have priority over all other users.

2. **CITY CO-SPONSORED PROGRAMS**: Programs and activities offered through joint efforts and sponsorship of the City and an established non-profit community group or organization which generally meets the following description and/or requirements:
 - (a) The group must have by-laws which define the purpose of the organization. All financial records shall be available to the City at all times.

 - (b) Only such fees and charges that are approved through special agreement with the City shall be levied for the offering of co-sponsored activities and events for the purpose of co-sponsored groups and organizations.

 - (c) The group or activity must receive expressed written acceptance from the City Manager or designated representative in order to be considered co-sponsorship and is required to conform to the City's adopted co-sponsorship criteria.

 - (d) Co-sponsorship will be reviewed on a regular basis and no less than once per year. Co-sponsorship may be granted for a single event or ongoing use.

3. **GROUP I:**

City Of Perris based youth and adult sports and recreation group programs and activities offered through non-profit organizations having the following qualifications:

- (a) Letter of Determination from the Internal Revenue Service indicating that the organization is a recognized 501 (c)(3).

- (b) Proof of adult leadership, advisors and/or chaperones. (For youth activities only)

- (c) A majority of the participants must be seventeen (17) years of age or younger. (For youth activities only)

- (d) Shall not restrict persons from membership because of race, religion, sex, ethnic origin, social or economic status.

(e) Meets regularly and has definite organizational structure including but not limited to:

1. League By-Laws, which lists the time and place for ~~annual~~quarterly meetings, election of officers, and appointment of two representatives to the City's Sports Commissioner committee.
2. Local league rules, officers and an annual Financial Statement.
3. List of current officers.
4. List of all participants (denote resident or non-City resident).
5. "Residential Preference Rule". During the registration period Perris residents are to be placed on teams first, and other vacancies may be filled by non-residents who must reside in the Perris High School and/or Val Verde School District areas, located in the County of Riverside, provided that all other registration and/or eligibility requirements are met. (applies to Youth leagues/organizations only)
6. The above documents are required to be filed with the Community Services Department.
7. Such documents will remain on file and updated annually or as needed.
8. If during usage of facilities the participating organizations By-Laws and/or local rules are not followed, the City reserves the right to suspend facility usage until the situation is corrected.

(f) Membership shall not be restricted by voting or any other procedures.

(g) Participants must be comprised of at least 90% City of Perris residents.

4. **CITY RESIDENTS**

(a) A discount will be applied only for the first reservation within the calendar year for each household/organization for select facilities.

5. **RECREATION PROJECTS**: Community recreational, training or education projects or programs.
6. **SPECIAL USE**: Educational programs or activities sponsored by a local School District with which the City has reciprocal facility use. Perris based religious groups holding a 501(c)(3) tax exempt status (for religious services), or other government agencies not shown in the priority list above. At the discretion of the City, special arrangements may be made with such agencies by joint use agreements or other special arrangements.

GROUP II

1. **NON-CITY RESIDENTS**

2. **LIMITED MEMBERSHIP GROUPS**: Which are restricted by voting or other procedures. Such as: Lodges, Fraternal Organizations, Unions, etc.

3. **PRIVATE USE (RECREATIONAL)**: Including parties, recreations, banquets, etc.

4. **PRIVATE USE (NON-RECREATIONAL)**: Including weddings, church services, business meetings, etc.
5. **COMMERCIAL USE**: Use by individuals or groups for commercial or profit-making activities.

B. FACILITIES USAGE PROCEDURES AND POLICIES

The following policies and procedures have been established for the usage of the City Community Services facilities in order to better serve the Community's needs.

USAGE PROCEDURES

The following documents must be filled out in full and returned to the Community Services Department, **4 weeks for Recurring Use, or 15 days for non-recurring use,** prior to usage before a permit to use City Facilities will be issued:

1. Application Form: If usage is for schools or private leagues, a schedule, practice schedule, etc with dates and times must be included.
2. Certificate of Insurance. -(See Policies Section 2 for clarification).
3. Clean-up deposit, and/or other fees or deposits as required. -All applicable fees must be paid in advance or for recurring uses by monthly invoice. - **Fees which are not paid by the 15th day of the month of usage, may result in such Permit being revoked subject to the discretion of the Community Services Department Director or his designee.**

When usage is approved, a permit will be issued to the applicant. -Requests for changes in usage after a permit is issued must be made in writing to the Community Services Department and are subject to approval by the Community Services Director or his designee.

POLICIES

1. Facilities are scheduled based on the Use Priorities Schedule, plus individual applicant needs (number of participants) and availability according to Facility Use Policy.
 - a. **No organization shall** **Organizations may be permitted (except for City Sponsored programs) to reserve the Bob Glass Gymnasium, Community Room and Senior Center City Facilities for a period totaling more than one time six (6) months (180 days), month time period for the lifespan of the organization, no exceptions. Buildings are normally closed on all holidays as observed by the City, and permits will not be granted on those days without prior approval.**
2. Applicants must supply a certificate of General Liability insurance with the City named as an "ADDITIONALLY INSURED" for all user groups conducting reserved

or sporting event activities. -Limits shall be no less than \$1,000,00.00 per occurrence for all covered losses and no less than \$2,000,000.00 general aggregate. -The City, its officers, officials, employees, and volunteers are to be covered as additional insureds for liability arising out of the use of a park or facility by the applicant.

3. Use of any City Facility by any youth organization shall require adult supervision at all times, at a minimum of one adult for each 20 youths.
4. Sportsmanlike conduct shall be observed by all participants, parents and organizers, at all times. Organizations are responsible for the conduct of their group.
5. Applicants agree to pay for all damage and/or loss of property, if any, which occur during the permitted usage period.
6. Applicants are responsible for returning City facilities in the same condition as it was received during the initial walk-through prior to the beginning of a permitted event. All trash must be picked up in the facility.
7. Security personnel as required by the Police Chief and/or City Manager or designated person, shall be arranged through a private security company and approved in advance by the Chief of Police, if applicable. When required, security must be present at the time applicant takes possession of the building and remain on duty until building is vacant.
8. No posters, bulletins, flyers or advertising signs are to be posted without first getting written authorization from Community Services Department.
9. No electrical, plumbing, painting or repair work of any kind is to be done without first getting written authorization from the City Manager or designated representative. This includes portable or permanent structures of any size or shape installed on City facilities.
10. Use of snack bars on City facilities will only be permitted on days the facilities are reserved unless other arrangements are made ahead of time **in writing** to Community Services Department. All food and drink is to be moved in and out as usage requires. Glass containers of any kind are not allowed. -Snack Bar shall be thoroughly cleaned after each usage.
11. Alcoholic beverages of any kind are not permitted on ~~any city facility~~city facilities. An alcohol license can be acquired for the Senior Center and Perris Green City Farm, for more information refer to the alcohol license policy.
12. The following applies to City Gymnasium:
NO SMOKING ALLOWED INSIDE OR WITHIN 20 FEET OF THE ENTRANCE/EXIT
ALCOHOLIC BEVERAGES OF ANY KIND ARE NOT PERMITTED
13. Gates and doors shall be locked, windows secured, and lights turned off after usage, if applicable.
~~applicable.~~

14. Failure to observe the above rules could result in the suspension of the usage of the facility.
15. Failure to observe Policy #6 will result in the forfeiture of the clean-up deposit.

ALCOHOL IN CITY FACILITIES POLICIES

Each client wishing to have alcohol at their event must abide by the following regulations regarding alcohol use in the City of Perris Senior Center, Perris Green City Farm, and Santa Fe Depot facilities:

- a) Alcoholic beverages may be consumed with a completed Policy & Agreement Application through the Community Services Department.
- b) A lessee must obtain a special event alcohol permit from the California Department of Alcoholic Beverage Control Department. In the event of a caterer, such company shall obtain a caterer's alcohol permit license from the California Department of Alcoholic Beverage Control Department.
- c) A City approved on-site security and contracted by the City shall be provided during the event at either the Santa Fe Depot, Perris Green City Farm, or Senior Center. A fee in the amount of \$30.00 an hour shall be paid at the time the rental agreement is executed to cover security fees. This fee shall cover the cost for security when alcoholic beverages are sold and/or provided during the event. Such fee shall not be waived.
- d) A City staffing fee of \$27.00 an hour shall be applied for events at the Senior Center and Perris Green City Farm whenever alcohol will be sold or consumed at the facility. Such fee shall not be waived.
- e) It is illegal to serve alcoholic beverages to any person under the age twenty-one (21).
- f) Beverage serves and any security office have the right to refuse service/sale to anyone who appears to be intoxicated or under age 21. No alcoholic beverages may be taken outside of the building or garden by guests or participants

Alcohol Reservation Policy:

1. Alcohol is not permitted if the guest of honor is under 21 years of age.
2. Beer, white wine, and champagne are the only alcoholic beverages that can be served.
3. All alcohol must be served by a certified bartender and have an active license with ABC
4. Submitted at least 30 days prior to the event.
5. Reservation must pay cost for the city security staff.

6. Submit a contract between the caterer/vendor and the event organizer.
7. Have a copy of the Alcohol Liability Insurance.

Payment of Rental Fees:

<u>Amenity</u>	<u>Non-profit residents/Residents</u>	<u>Non-Residents</u>
<u>Permit Deposit</u>	<u>\$200.00</u>	<u>\$200.00</u>
<u>Security</u>	<u>\$30.00/hr</u>	<u>\$30.00/hr</u>
<u>Alcohol Permit</u>	<u>\$20.00/hr</u>	<u>\$20.00/hr</u>
<u>Staff Fee</u>	<u>\$27.00/hr</u>	<u>\$27.00/hr</u>

General Limitations on Consumption of Alcoholic Beverages:

1. Alcohol may only be served and consumed in clear plastic container within the banquet room, Santa Fe Depot, and Perris Green City Farm. Beverages are not permitted outside of the banquet room, Santa Fe Depot, and Perris Green City Farm.
2. Alcohol may only be served for a maximum of four (4) hours. Serving of alcohol must stop one (1) hour prior to the end of event.
3. No persons under the age of 21 will be permitted to serve or consume alcohol.
4. Alcohol sales, dispensing and consumption area(s) must be separated from the rest of the event. The areas shall be surrounded by a barricade no less than four (4) feet tall. The barricade shall be constructed in a manner that no person can pass under or over or through it except at established entry and exit points as designated on the approved site plan.
5. Have all entry and exit points into the alcohol sales, distributing and consumption area (s) staffed with age-appropriate volunteers or staff. These locations can be staffed by the individuals checking proper identification.
6. Serve all alcohol from its original container. When serving into another container, the container must be a readily identifiable container not more than sixteen (16) ounces in size and shall not bear a logo for a non-alcoholic beverage.

PARKS AND FACILITIES	
Park	Address
Banta Beatty Park	118 <u>100</u> North D Street
Bob Long Memorial Park	590 East San Jacinto Avenue
Copper Creek Park	217 Citrus Avenue
<u>El Nido Pocket Park</u>	<u>1617 El Nido Avenue</u>
Foss Field Park	138 North Perris Blvd
<u>Fletcher Park</u>	<u>200 East 4th Street</u>
Frank Eaton Memorial Park	3600 Bradley Road
<u>Goetz Park</u>	<u>3020 Goetz Road</u>
Howard Schlundt Park	150 East 4 th Street
<u>Liberty Park</u>	<u>1040 Kestrel Gate</u>
May Ranch <u>Linear</u> Park	3792 <u>3560</u> Evans Road
<u>May Ranch Park</u>	<u>3030 Poppy Court</u>
<u>May Ranch Pocket Park</u>	<u>3787 Hazel Drive</u>
Mercado Park	925 South D Street
Metz Park	251 Metz Road
Monument Ranch Park	163 Monument Parkway
Morgan Street Park	600 East Morgan Street
Patriot Park Sports Complex (Seeer)	525 Murrieta Road
Patriot Park (Football)	525 Murrieta Road
Paragon Park	264 Spectacular Bid
<u>Paws Park</u>	<u>1265 Blazing Star Drive</u>
<u>Perris Green City Farm</u>	<u>101 North D Street</u>
Rotary Park	1491 A Street
Russell Stewart Park	160 East 1 st Street
Skydive Baseball Park	415 Dale Street
<u>TRAILS</u>	
<u>Perris Valley Trail</u>	

Facility	Address
Bob Glass Gymnasium	101 North D Street
- Community Room	
- Kitchen	
-Gymnasium/Stage	
Perris Senior Center	100 North D Street
- Banquet Room	
- Kitchen	
-Lounge	
- Pool Room	
- Nutrition Room	
-Teen <u>Statler Youth</u> Center	<u>101 North D Street</u>

Revised: ~~September 8, 2015~~ February 10, 2022

Reso #: 4916

Community Services Office

227 North D Street

BOB GLASS GYMNASIUM FEES

	Group (1)	Group (2)
	Local Non-Profits	Non-Profit agencies
	Public Agencies	Non-residents
	City Residents	Commercial Users

Note: Group (1) will receive a discount for the first reservation within the calendar year.

GYMNASIUM

Hourly fee	\$100	\$200
Cleaning/damage deposit (refundable)	\$250	\$250
Staff hourly fee	\$20 27	\$20 27
Set-up / breakdown fee	\$60 100	\$60 100

COMMUNITY ROOM

Hourly fee	1st \$30 \$100 2 nd \$50	\$125
Cleaning/damage deposit (refundable)	\$50 100	\$100 150
Staff hourly fee	\$20 27	\$20 27
Set-up / breakdown fee	\$50 100	\$50 100

COMMUNITY ROOM + KITCHEN

Hourly fee	1st \$100 \$150 2 nd \$125	\$175
Cleaning/damage deposit (refundable)	\$75 125	\$100 150
Staff hourly fee	\$20 27	\$20 27
Set-up / breakdown fee	\$50 100	\$50 100

GYM + COMMUNITY ROOM + KITCHEN

Hourly fee	1st \$200 2 nd \$250	\$350
Cleaning/damage deposit (refundable)	\$350	\$350
Staff hourly fee	\$20 27	\$20 27
Set-up / breakdown fee	\$10 125	\$10 125

PERRIS SENIOR CENTER FEES

	Group (1)	Group (2)
	Local Non-Profits Public Agencies City Residents	Non-Profit agencies Non-residents Commercial Users

BANQUET ROOM

Hourly fee	<u>1st</u> \$30 <u>\$100</u> ^{2nd} <u>\$50</u>	\$125
Cleaning/damage deposit (refundable)	<u>\$50</u> <u>100</u>	<u>\$100</u> <u>150</u>
Staff hourly fee	<u>\$20</u> <u>27</u>	<u>\$20</u> <u>27</u>
Set-up / breakdown fee	<u>\$50</u> <u>100</u>	<u>\$50</u> <u>100</u>

**BANQUET ROOM + KITCHEN
/LOUNGE**

Hourly fee	<u>\$100</u> <u>150</u>	<u>\$150</u> <u>250</u>
Cleaning/damage deposit (refundable)	<u>\$75</u> <u>250</u>	<u>\$100</u> <u>350</u>
Staff hourly fee	<u>\$20</u> <u>27</u>	<u>\$20</u> <u>27</u>
Set-up / breakdown fee	<u>\$50</u> <u>125</u>	<u>\$50</u> <u>125</u>

KITCHEN / LOUNGE

SPECIAL EVENT/USE FEES

	Group (1)	Group (2)
	Local Non-Profits Public Agencies City Residents	Non-Profit agencies Non-residents Commercial Users

Note: Garden reservations also require portable toilets. Tables and Chairs not included

PERRIS GREEN CITY FARM

Hourly fee (<u>No alcohol license</u>)	<u>\$20</u> <u>150</u>	<u>\$50</u> <u>250</u>
Hourly fee (<u>With alcohol license</u>)	<u>\$20</u> <u>250</u>	<u>\$50</u> <u>350</u>
Cleaning/damage deposit (refundable)	<u>\$250</u>	<u>\$275</u> <u>350</u>
Staff hourly fee	<u>\$20</u> <u>27</u>	<u>\$20</u> <u>27</u>

**TEEN CENTERSPECIAL EVENTS –
Maximum 200 people**

Hourly fee (<u>Special event rental (8 Hour Maximum)</u>)	<u>\$60</u> <u>400</u>	<u>\$150</u> <u>600</u>
Cleaning/damage deposit (<u>refundable</u>)	<u>\$250</u> <u>500</u>	<u>\$275</u> <u>750</u>
Staff hourly fee	<u>\$20</u> <u>35</u>	<u>\$20</u> <u>35</u>

SPORTS FIELD AND PARK RENTAL FEES

	Group (1)	Group (2)
	Local Non-Profits	Non-Profit agencies
	Public Agencies	Non-residents
	City Residents	Commercial Users

SOCCER/BASEBALL/FOOTBALL FIELDS

Youth Sports Leagues (<u>Lights Not Included</u>)	\$ 73 <u>7</u> hour/per <u>parkfield</u>	\$ 1215 <u>12</u> hour/per <u>parkfield</u>
Adult Sports Leagues (no field lights <u>Lights Not Included</u>)	\$15 hour/ per <u>parkfield</u>	\$30 hour/ per <u>parkfield</u>
Adult Sports Leagues (<u>with field lights</u>) <u>Field Lights</u>	\$ 2510 <u>25</u> hour/ per <u>parkfield</u>	\$50 hour/per <u>parkfield</u>
Field Preparation (per field)	\$18	\$18
Equipment Deposit*	\$ 100 <u>250</u>	\$150 <u>per score board</u>
<u>Clean up</u> <u>League Deposit Per Season*</u>	\$ 100 <u>500</u>	\$ 150 <u>750</u>
Snack Bar Deposit*	\$ 25 <u>250</u>	\$ 50 <u>500</u>
Key Deposit*	\$25 <u>per key</u>	\$25 <u>per key</u>
Staff Call-out (per hour, minimum of 2 hours)	\$ 20 <u>27</u>	\$ 20 <u>27</u>
Special events/tournaments (no <u>field lights</u>)***	\$200 day/ per field	\$400 day/ per field
Special events/tournaments (<u>with field lights</u>)	\$ 225 <u>25</u> day/ <u>25</u> per <u>hour/per field</u>	\$ 425 <u>25</u> day/ <u>25</u> per <u>hour/ per field</u>
<u>Special Event Deposit*</u>	\$250 Per Field	\$350 Per Field

PATRIOT PARK SOCCER COMPLEX
SYNTHETIC FIELDS

Youth Sports Leagues**	\$ 25 <u>35</u>	\$ 70 <u>80</u>
Adult Sports Leagues**	\$ 25 <u>40</u>	\$ 70 <u>90</u>
Special events/tournaments (no field lights)	\$ 200 <u>400</u> per day***	\$ 500 <u>700</u> day***
Special events/tournaments (<u>with field lights</u>)	\$ 225 <u>25</u> hour per <u>dayfield</u>	\$ 525 <u>25</u> hour per <u>dayfield</u>
Clean up deposit*	\$500	\$1000
Staff Call-out <u>Fee</u> (per hour, minimum of 2 hours)	\$ 20 <u>27</u>	\$ 20 <u>27</u>
<u>For Special Events/Tournaments</u>		

PARK PAVILIONS

Standard Shelter Reservation fee*****	<u>\$125 per hour</u>	<u>\$127 per hour</u>
Group Shelter Reservation Fee*****	<u>\$10 per hour</u>	<u>\$12 per hour</u>

*Equipment, clean up, snack bar, and key deposits are refundable.

** League fees will automatically increase to \$30 per hour September 8,

2016. *Equipment, league, clean up, snack bar, and key deposits are refundable.

***** A permit to reserve a park pavilion will not be issued until all fees are paid. 3-hour minimum rental.

*** 8 Hours Maximum

**** Shelter spaces with more than 2 picnic tables

PARK USAGE PROCEDURES PROCEDURE

The City of Perris welcomes the use of parks and sports fields by local youth and adult sports organizations and is interested in developing relationships with these groups. The City of Perris policies are designed to create fairness in the allocation of fields and are based on the accurate provision of information given by each organization. -Although the City of Perris may check to verify accuracy, all organizations are expected to verify to the best of their ability the residency requirements in good faith. -If any information is found to be inaccurate or overstated, the City of Perris has the authority to rescind its original agreement and re-issue field use so that it best meets the needs of the city.

The following documentation must be completed and returned to the Community Services Department office, **4 weeks** prior to the requested date:

1. Facilities Use Application Form.
2. Certificate of Insurance with the City named as "ADDITIONALLY INSURED".
 - a. **Applicants must supply a certificate of General Liability insurance with the City named as an "ADDITIONALLY INSURED" for all user groups conducting reserved or sporting event activities. Limits shall be no less than \$1,000,00.00 per occurrence for all covered losses and no less than \$2,000,000.00 general aggregate. The City, its officers, officials, employees, and volunteers are to be covered as additional insureds for liability arising out of the use of a park or facility by the applicant.**
 - b. Names of officers, term limits, addresses, and phone numbers.
 - c. Board of Directors and general member meeting dates, time, and locations.
 - d. The most current member roster with addresses and phone numbers.
 - e. A copy of organizations by-laws and Articles of Incorporation.
 - f. Acceptable proof of non-profit status. Example: 501(c)(3)
 - g. Acceptable proof of national governing body affiliation

h. The City of Perris reserves the right to deny any group use of the fields without cause.

3. All applicable fees, if any, must be paid one (1) week prior to the requested use.

When usage is approved and all requirements fulfilled, a permit will be issued to the applicant. Changes in usage after permit is issued must be submitted in writing to the Community Services Department as soon as possible. Adjustments to fees will not be made if the changes are not reported in a timely manner.

YOUTH/ADULT SPORTS AFFILIATE POLICY

AFFILIATE GROUPS DEFINED

Community non-profit organizations obtaining Affiliate Status in the City of Perris are considered independent of the City of Perris. Decisions regarding group's functions and activities are the sole responsibility of each organization. The City of Perris assumes no jurisdiction over the administration, operation, and planning of groups activities. The City of Perris expects each organization to conduct business in a professional manner. This includes posting meetings notices, making meeting minutes and financial statement reports to members, and keeping members informed on board decisions.

1. All user groups must have an affiliation with a national governing body. That national body must have governance over the association. This includes requirements to submit rosters of their Board of Directors, financial reports, association constitutions, and the organization by laws.
2. The City of Perris will ~~manage~~manage the athletic fields to ensure NO duplication of services. For example: Little League Baseball has rules that require that everyone must play (i.e. recreation) whereas Travel Club Baseball has no minimum play rule (i.e. competitive); thus these two organizations are similar activities but have different goals. There will be no more than 2 organizations of the same sport to ensure equity.
3. The Community Services Department sees the benefit of serving those people that live inside the City's boundaries. Therefore, 90% of youth and adult participants ~~shall~~must have City of Perris mailing addresses.
- ~~2.4.~~ The affiliate recreational organizations must provide recreation programs which complement existing programs of the City of Perris Community Services Department and other affiliates.
 - ~~Failure to comply with the affiliation policy may result in the termination of the users' permit.~~

5. Violation of policies, rules, or regulations or the deliberate inclusion of misleading or misstated information on an application form can result in forfeiture of a deposit, forfeiture of fees paid and/or the suspension or cancellation of all facility use privileges by an individual or group. Violations will result in the following:
- i. First violation, 25% of the deposit will be deducted. Field use will not be permitted until deposit balance is replenished.
 - ii. Second violation, 50% of the deposit will be deducted. Field use will not be permitted until deposit balance is replenished.
 - iii. Third violation, 100% of the deposit will be deducted. Field use will not be permitted until the full deposit is replenished at a formal meeting between the City and the user. Additional penalties may be imposed.

FIELD USAGE/HOURS

1. All permit reservations may not exceed the starting or ending times on permit. All parks close at ~~10pm~~10:00PM, and all participants are expected to be off the property at ~~10pm~~10:00PM. The City will carefully consider requests for light use beyond 10:00PM; however, under no circumstances will reservations or activities extend beyond 11:00PM
2. It is the responsibility of all organizations to leave the fields permitted clean and orderly. ~~Any and all~~All decoration, trash and debris must be placed in the provided receptacles.
3. All organizations must have their approved permit ~~with them~~ at all times or field usage may be terminated by park security staff.
- ~~In order to~~
4. To keep the City of Perris fields in good playing condition as well as to protect the public, generally no team will be allowed to practice or play games on City of Perris field during and/or for a period of 24 hours following rain. If after 24 hours, the fields are still in a wet and/or muddy condition, groups will not be allowed to practice or play games until the fields are in acceptable playable ~~condition~~conditions. It is mandatory for users to call the office ~~after any rain~~ about for field usage approval after a rain event.
5. Users will be charged for all costs incurred by the City of Perris for repair to the turf and/or irrigation systems due to failure to comply with the rain policy. Repairs costs are based on actual expenses and normal City overhead. Failure to comply with the rain policy may also result in the termination of the users' permit.
6. The organization president/commissioner is responsible to contact the Community Services Department for field reports. Reports are available Monday-Friday after

3:00pm00PM and includes weekend conditions. Good judgment by youth and adult coaches should be used on weekend play during inclement weather.

7. User of lighted athletic fields, upon approval, will be given access to turn on and shut off field lights on approved dates. Users must turn off lights immediately after use and shall not depend on the automatic timer. Failure to turn off lights after use will receive a violation notification and loose a portion of their deposit. The City may deny use of lighted facilities to any user that leaves the ballfield lights on.

SEASONS

<u>Usage</u>	<u>Fall/Winter</u>	<u>Spring/Summer</u>
Opening Date	August 1	February 1
Closing Date	December 15	June 15
Primary User (in-season sport)	Football/Soccer	Baseball/Softball
Secondary User	Baseball/Softball	Football/Soccer

Note: *These dates are subject to change to accommodate ~~scheduled~~for park maintenance.*

PICNIC SHELTER USAGE PROCEDURE

The City of Perris encourages the community to utilize the picnic shelters and gazebos areas. Picnic shelter reservations are for the picnic area only and does not include any amenities on the park site. The shelters are reserved on a first-come, first served basis, with priority given to City of Perris residents. The City will not issue permitted shelter reservations on observed holidays. All reservation requests and fees must be submitted no less than 15 working days prior to the intended use date. All persons reserving the shelters must abide to the following:

1. No person or group shall make or kindle a fire, use propane stoves, or cook any meal except in stoves or facilities specifically provided for such purpose. Only the site charcoal stoves/barbeques in designated areas are authorized and must be attended at all times.
2. Parks are open from 6:00AM to 10:00PM, the reserved shelter must be cleaned and vacated by 10:00PM.
3. Bounce houses and game/entertainment trucks must be approved 15 days prior to the reservation date and must have insurance, with the City of Perris as additionally insured. Water slides and water feature equipment is not permitted on park facilities.
4. No food trucks or vendors of any kind are permitted for shelter rentals.
5. Littering, tagging, graffiti, polluting, and dumping are prohibited. All trash and debris must be disposed of in the designated receptacles.
6. No vehicles are allowed on the grass or pathways.
7. City reserves the right to cancel or reject any reservation.
- 1.8. Park users shall not produce loud and unreasonable noise including playing music, using amplifications equipment, or playing musical instruments which disturbs, injures or endangers the health or peace of others.



CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

MEETING DATE: February 22, 2022

SUBJECT: Award Contract to Hirsch & Associates, Inc. for the professional design services for the Morgan Park Phase 2.1 Parking Lot Expansion and Morgan Street Improvement Project.

REQUESTED ACTION: That the City Council award a contract to Hirsch & Associates, Inc. for a total amount of \$148,500 plus 20% contingency for the professional design services for the Morgan Park Phase 2.1 Project; and Authorize the City Manager to execute all project related documents.

CONTACT: Sabrina Chavez, Community Services Director

BACKGROUND/DISCUSSION:

Morgan Park is located on 600 East Morgan Street, Perris, CA 92571 and was constructed in 2009. The Morgan Park Phase 2.1 project is proposed to expand the new soccer field parking lot and construct improvements on Morgan Street ("Phase 2.1 Project"). The proposed parking lot expansion will include additional spaces for approximately 80 new parking stalls to include required Electric Vehicle (EV) and ADA parking spaces with lot stripping, parking lot lighting, solar path lighting and accessible walkways. The proposed street improvements consist of extending East Morgan Street and adding a new decorative roundabout with a retaining wall, bollards, decorative lighting and landscaping features. Street improvements shall also consist of new sidewalk as required to ensure pedestrian connectivity to and from the adjacent Morgan Park.

Morgan Park Phase 2.1 project was published for bidding on December 15, 2021 on the City of Perris Active Bidder website and closed on January 10, 2022. Subsequently, only one bid was submitted, indicating Hirsh & Associates as the lowest responsive bidder. Hirsch & Associates, Inc. was selected as the professional landscape architectural firm to provide a park conceptual, working drawings, cost estimates, construction documents and support. Hirsch & Associates, Inc. has extensive experience in innovative park designs required to lead this project and has designed the City's synthetic soccer fields at Patriot Park and Morgan Park.

The Phase 2.1 project will be funded through Measure A funds and surplus of previous Capital Improvement Project (P036) Morgan Park Phase 2 (Soccer Field Project). The design cost for the proposed street improvements funded by Measure A amounts to \$50,665 plus 10% contingency. Moreover, the design cost for the proposed parking lot expansion funded by the surplus of the previous Morgan Park Phase 2 Project amount to \$97,835 plus 10% contingency.

Respectfully, Staff recommends that the City Council award a contract to Hirsch & Associates, Inc. for a total contract amount of \$148,500 plus 20% contingency for the professional design services for the Morgan Park Phase 2.1 Project.

BUDGET (or FISCAL) IMPACT:

The total cost for professional design services for the Morgan Parks Phase 2.1 Project is \$148,500 plus 20% contingency. Professional design costs associated with proposed Morgan Park Street Improvements in the amount of \$50,665 plus 10% contingency will be covered through Measure A Funding. Professional design costs associated with the proposed parking lot expansion in the amount of \$97,835 plus 10% contingency will be covered by surplus of approved CIP P036 (Morgan Park Soccer Field Project) budget. Remaining balance from CIP P036 is requested to be transferred to new CIP P056 for the Morgan Phase 2.1 Project.

Prepared by: Martin E. Martinez, Management Analyst

REVIEWED BY:

City Attorney _____
Assistant City Manager _____
Deputy City Manager _____

Attachments: 1. Project Location
2. Draft Hirsch & Associates, Inc. Contract Service Agreement
3. City of Perris Active Bidder Summary

Consent: X
Public Hearing:
Business Item:
Presentation:
Other:



CITY OF PERRIS

COMMUNITY SERVICES

Attachment 1: Project Location

Project Location- Morgan Park Phase 2.1



★ Project Location



CITY OF PERRIS
COMMUNITY SERVICES

**Attachment 2:
Draft Hirsch & Associates, Inc.
Contract Services Agreement**

CITY OF PERRIS
CONTRACT SERVICES AGREEMENT FOR
THE MORGAN PARK PHASE 2.1 PARKING LOT EXPANSION AND MORGAN
STREET IMPROVEMENT PROJECT

This Contract Services Agreement ("Agreement") is made and entered into this 22th day of February 2022, by and between the City of Perris, a municipal corporation ("City"), and Hirsch & Associates, Inc, a [California Corporation] ("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 One Hundred and Forty Eight Thousand and Five Hundred Dollars (\$148,500.00) ("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 December 31, 2022.

4.0 COORDINATION OF WORK

4.1 Representative of Consultant. **Mark Hirsh** 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 error and omissions 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 5.1 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 5.1 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 5.1.

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: _____
Clara Miramontes, City Manager

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

By: _____
Eric L. Dunn, City Attorney

"CONSULTANT"
Hirsch & Associates, Inc.,
221 E. Winston Rd
Anaheim, CA 92806

By: _____
Signature

Print Name and Title

By: _____
Signature

Print Name and Title

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

[END OF SIGNATURES]

EXHIBIT "A"

SCOPE OF SERVICES

(SEE ATTACHMENT)



HIRSCH & ASSOCIATES, INC.
LANDSCAPE ARCHITECTURE & PLANNING

Mr. Luis Natera
Construction Manager
City of Perris
227 N. D Street
Perris, Ca. 92570

January 28, 2022

Dear Mr. Natera,

Hirsch & Associates, Inc. (HAI) has creative and extensive experience in all aspects of design required to lead this project and is pleased to present our proposal. Our diverse project experience shall provide a complete and successful delivery of the expanded Morgan Park. We and our team members have successfully designed park renovations that include all of the desired design components of this project. Additionally, HAI provided Master Plan design for the complete build out of the southern portion of Morgan Park, as well as prepared conceptual design for the scope of this expansion previous to this request. We designed, permitted and assisted the City during construction of the recently completed Artificial Turf Soccer Field and Parking Lot at Morgan Park. We have integral experience that no other firm possesses as it relates to the site conditions, utilities, opportunities and constraints of the site.

I will provide personal service and attention to the City of Perris. I will have direct and continuous responsibility in all matters dealing with planning and design as well as direct our in-house design staff, sub consultants and attend all meetings. I shall be the contract point of contact and am duly authorized to bind HAI contractually with the City. My email address is chuck@hailandarch.com, phone extension 107.

HAI is uniquely qualified to lead this project presenting;

- Relevant history with the City of Perris developing (5) park projects and (3) masterplans with community involvement, preparation of construction and bid documents, processing plans through the City plan check and jurisdictional agencies as well as providing construction observation and support.
- An expert understanding of AB 1881 Model Water Efficiency Landscape Ordinance and how it applies to public landscapes.
- An expert understanding of County Low Impact Development Standards (LID) and how they relate to Parks and overall development.
- An expert understanding of the "Americans with Disabilities Act" and experience with how the Act applies to park and recreation facilities.

Project Team members specifically selected for the expansion of Morgan Park are HAI team members for other completed City of Perris park projects.

- TJW – Traffic Engineering
- Blue Peak Engineering – Civil
- IDS Group – Electrical Engineering
- Hillwig-Goodrow – Survey
- Soil Exploration Company – Geotechnical Engineering
- Landmark Structures – Structural Engineering

Thank you,

Charles Foley, President
California RLA #5567
Nevada RLA #948
ASLA

Design Team Qualifications

Hirsch & Associates, Inc. Landscape Architects

HAI shall be the Architect of Record for the project and Lead Consultant. We will be responsible for all aspects of design, construction documents, specifications, cost estimates and construction support. We will manage the design schedule and direct our team sub consultants. 60% Contribution of project

Charles Foley, Landscape Architect of Record: 25 years of experience designing park facilities

Mark Hirsch, Project Manager: 23 years of experience designing park facilities

Pam Brown, Senior Designer: 18 years of experience designing park facilities

Amy Leos, Designer: 4 years of experience designing park facilities

TJW Engineering

TJW shall be the Traffic Engineer charged with designing the geometry of the roadway and round-a-bout in conjunction with Blue Peak Engineering. TJW will also provide street signage and striping design. 10% contribution.

Thomas Wheat – Traffic Engineer of Record: 25 years designing roadway and transportation projects.

Blue Peak Engineering

Blue Peak (BP) shall be the Civil Engineer charged with development of the roadway geometry in conjunction with TJW. BP will also provide SWPPP/NOI and WQMP documents required for the expansion. Additionally, BP will sign and stamp the site grading and drainage plans and identify BMPs for the new parking lots and all aspects of Phase I and II scope. 10% Contribution

Robert DePrat – Civil Engineer of Record: 18 years providing Civil Engineering design

IDS Group

IDS Group shall be the Electrical Engineer for the project. They will analyze the existing power supply and provide design for the street and parking lot lights as well as provide power and communication service to the new buildings. Park area lighting will be solar, matching the newly built park. 10% Contribution

Robin O'neil, Electrical Engineer of Record: 32 years providing Electrical Engineering design

Michael Reed, Project Manager: 27 years providing Electrical Engineering design

Hillwig-Goodrow

Hillwig-Goodrow shall be the Surveyor for the project. They will utilize the previously completed aerial and field survey work and include the new area scope. 5% Contribution

Alan Hillwig: 49 years of providing survey and mapping services

Landmark Structures

Landmark Structures shall provide Structural Engineering services for the project. LS will provide footing design for area, street and parking lot lights. 3% Contribution

Tony Hoballah, Structural Engineer of Record: 34 years providing structural engineering design

Soil Exploration Company

Soil Exploration Company shall conduct soil sampling and provide the Geotechnical Report. 2% Contribution

Sid Siddiqui, Geotechnical Engineer of Record: 40+ years providing Geotechnical Engineering services

Hirsch & Associates References

Eric Lopez, Public Works Director, City of Long Beach 562-570-5690 eric.lopez@longbeach.gov

Working on an On Call basis since 2014. Design of public spaces including trails, plaza and park space, sport courts with lighting, play areas, parking lots, sports fields, planting and irrigation.

Andy Winje, City Engineer/Public Works, City of Redondo Beach, 310-318-0661 x2431
Andrew.Winje@redondo.org

Working on an On Call basis since 2017. Design of public spaces including trails, park space, parks, parking lots, sport court planning, planting and irrigation.

Manny Carrillo, Park and Recreation Director, City of Baldwin Park, 626-814-5269
MCarrillo@baldwinpark.com

Design of Public Parks, parking lots, sport courts with lighting, play areas, splash pads, planting and irrigation



Belmont Pier Parking Under Construction



Redondo Beach Permeable Parking Lot



Yorba Linda Towne Center Permeable Parking Lot



Morgan Park

Project Understanding and Management Approach

Understanding

The City intends to contract with a Landscape Architectural firm to design and develop the expansion of the recently completed soccer field and parking lot.

Phase I of this project will include the extension of Morgan Street west to a new roundabout and extend south to the proposed driveway into parking. The roundabout will include decorative art in public places depicting sports, new pedestrian walks and flashing lighted crosswalk, street lighting, prefabricated office building with restrooms and meeting space, 80 car public parking lot, with lighting, EV charging stalls, walkways with solar lighting, landscape and irrigation.

Phase II of this project will include a gated private parking lot for City Staff, prefabricated building that includes offices, meeting space and restrooms, a prefabricated garage/maintenance shop building, material storage yard and bins, site lighting, walkways, landscape and irrigation.

Basic Services. Perform all the necessary professional landscape architectural, architectural and engineering services in a timely and professional manner consistent with the standards of the profession.

Project Management. Provide overall project management, project scheduling and consult with all parties and team members throughout the entire length of the project. Meet with City Staff, and others as directed to establish communications and formulate working relationships.

City Provided Information. City shall provide all existing documentation it has on file for the project that may include existing utility locations and depths, survey/boundary information, copies of easement documentation, list of agencies having jurisdiction over the project, and the contact person for the agency, street improvement plans and storm drain plans. HAI, Hirsch & Associates, Inc and our team members will make a good-faith effort to verify the accuracy of such information and utilize it in the preparation of the final working drawings and specifications.

Communication. Participate in consultations and conferences with City Staff and other agencies having jurisdiction over the Project that may be necessary for the completion of the Project. Such consultations and conferences shall continue throughout the project duration. Communication will include a combination of email, telephone, ZOOM Video Conference and in person meetings at a Community Center and/or project site.

Project Feasibility. Provide advice and assistance in determining the feasibility of the Project, analyze the type and quality of materials and construction methods to be selected, and other initial planning matters.

Budget. Use our best judgment in determining the balance between the size, type and quality of construction to achieve a satisfactory solution to maintain the City's stated budget.

Methodology/Project Controls

HAI has served as Lead Consultant over the past 40 years on park projects throughout California, Arizona and Nevada. Every project that we undertake includes monitoring and management of our Consulting Fee, Construction Budget and Schedule. HAI provides a monthly invoice to our clients for our completed work. The progress billing contains previous months billing as well as total contract value and associated completion percentage. The progress billing provides a comprehensive account of where our progress is related to the total value of the contract. The project schedule shall be updated monthly and include project milestone dates, record of agreed upon actions, noted items of critical path and any delays encountered and solutions to rectify delay.

Quality Control/Quality Assurance

HAI has developed a design quality process for the presentation of deliverables that is consistent and replicable for each deliverable document. Each formal submittal prepared by HAI and team members shall be;

- Reviewed by independent technical staff of the discipline involved.
- Reviewed for coordination and possible interferences by design staff of other disciplines involved.
- Checked by Project Manager for design certification and/or certifies comments for revisions.
- Certified that all comments have been incorporated, checked and back checked in accordance
- Drawings stamped for internal audit as reviewed, checked and back checked. Once all three quality control checks have been completed, documents are ready for delivery.

Check and Certification of reviewed drawings is undertaken by State Licensed Landscape Architects, Architects and Engineers.

Scope of Work/ Scope of Services

Task 1 – Administration

- This task includes the project management services including the requirements for meeting documentation, project schedules, progress reports, invoicing, and administration of Consultant work.
- A kickoff meeting shall be scheduled after the Notice to proceed is issued to review Project objectives and requirements, receive initial information from City/Utilities, establish the communication plan and protocols, baseline delivery schedule, and address other issues as necessary to ensure successful Project initiation.

Deliverables: Project Schedule, Progress Reports, Meeting Notes and Invoices.

Scope of Work - Site Design (HAI/Survey/Traffic/Civil/Electrical/Geotechnical)

Task 2 – Preliminary Design

- Review existing data, such as as-builts, pertaining to the Project
- Survey – Utilizing the existing aerial survey, conduct field survey of the project scope area to identify and document existing spot elevations, above grade utilities and general field conditions. Survey shall be used at the base sheet for plan development.
- Prepare Geotechnical Report.
 - Review soils, geologic data and maps
 - Visit site to observe existing conditions, Auger and collect soil samples as well as perform infiltration test.
 - Field engineer to log excavation and collect soil samples
 - Laboratory testing of select soils samples for moisture density, sieve analysis, sand equivalents and corrosion potential (pH, resistivity, chlorides and water soluble sulfates).
- Photo document existing conditions
- Conduct Site Analysis to identify opportunities and constraints of the project site. Review survey and field condition.
- Obtain and review utility information.
- Develop provisions to accommodate existing and new utility facilities (e.g., maintained in place, removed, adjusted, abandoned, or installed).
- Effectively identify utilities locations and resolve conflicts on proposed plans to keep the Project on schedule.
- Prepare Conceptual Design plans utilizing the formal survey as the base sheet. The provided preliminary design shall be the basis of the conceptual design. Verify the preliminary plan horizontal and vertical control is achievable. Provide design alternates as needed to site the proposed required amenities is relationship with existing grades and ADA accessible code requirements.
- Prepare preliminary grading plan verifying horizontal and vertical control of design concept is valid to achieve ADA compliance throughout the new improvement area.
- Obtain manufacturer options for all proposed amenities (buildings, lighting, fencing, public art.) Provide building alternates from 3 manufacturers for office/restroom and maintenance buildings.
- Undertake preliminary investigation of power supply and determine feasibility of addition of new electrical loads. Coordinate with SCE for power supply upgrade.
- Prepare preliminary construction cost estimates for all demolition and improvements based on unit cost measurements.
- Present City Staff the design concept(s) and estimate. Revise as needed based on input received.
- Provide revised concepts to City Staff for review and comment. The revised exhibits shall be color rendered plan and elevation exhibits, material images of all proposed manufactured products. The imagery shall be presentation quality suitable for distribution and display.

- Prepare presentation color 3D Vignettes illustrating the proposed park design perspective
- Conduct design charrettes and workshops with stakeholders (2 meetings).
- Conduct presentation to City Council with findings from public meetings, final concept for adoption.

Deliverables: Preliminary Design Concept Drawings and estimate (AutoCAD version compatible with CITY and PDF). Renderings of the site design concept and amenities exhibit featuring photos of proposed materials as well as 3D Vignettes (PowerPoint and Photoshop). Site Survey (AutoCAD version compatible with CITY and PDF). Geotechnical Soil Report (PDF) Preliminary Grading Plan (AutoCAD version compatible with City and PDF). Floor plans and color elevations of buildings, material sample boards. Supporting Documentation.

Scope of Work - Site Design (HAI/IDS/Landmark Structures/Blue Peak/TJW)

Task 3 – Construction Documents

Construction Documents

HAI is responsible for developing and assembling Contract Construction Bid Documents ("Bid Documents") for submittal to jurisdictional agencies for permit, advertisement and bidding the Project for construction. The Bid Documents shall include all necessary Site grading and drainage, electrical, site structural and Landscaping/irrigation to be constructed, Construction Plans and supporting documentation for a complete biddable set. Furthermore, the HAI team shall provide Technical Specifications and Cost Estimates associated with the design plans. All Bid Documents shall be prepared and stamped by a CA licensed Landscape Architect, Architect and Professional Engineers with the appropriate license per each discipline of work. The design shall comply with all latest applicable codes, guidelines, and standards. Plans to be drawn at 1"=20' and include the following:

- Title/Index Sheet
- Demolition/Protection Plan
- Site/Grading and Drainage Plan, Horizontal Control, Storm water Hydrology, On Site Wet Utility
- SWPPP/NOI, WQMP
- Erosion Control Plan
- Construction Plans and Details, notes
- Landscape Plans, Details and notes
- Irrigation Plans, Details and notes and calculations
- Site Power supply electrical plans, photometric study, specifications, notes and calculations.
- Site Structural details, calculations and notes (light pole footings)
- Technical Specifications – City shall prepare the boiler plate specifications
- Probable Construction Cost Estimates with back-up/support information on quantities and unit prices.

Traffic Engineering

- **Signing and Striping Plan Design:** TJW would prepare signing and striping plans for the E. Morgan Street extension across the park parking lot to a new roundabout and into the southerly parking lot driveway as shown in the City's concept plans. E. Morgan Street would be one lane in each direction and provide access to two driveways on the north side of the street and two driveways on the south side of the street. A pedestrian crosswalk would be placed connecting the two parks. This crosswalk would be designed with pedestrian activated flashing beacons.

The roundabout would be a landscaped, single-lane roundabout connecting the east-west E. Morgan Street to a driveway south of the roundabout. The roundabout signing and striping would be constructed to accommodate these current movements, but the roundabout itself would be designed to accommodate future expansion. The signing and striping plans would include the City of Perris general notes, construction notes, details, and dimensions so that a contractor can implement the work based on these plans. The plans would be designed using AutoCAD and would meet the standards of the City of Perris utilizing Caltrans, California Manual on Uniform Devices (CA MUTCD), and FHWA requirements.

- **Pedestrian Warning Light Plan Design:** A pedestrian crosswalk will be added as part of this project connecting the two sides of E. Morgan Street. To follow the latest industry standards, TJW recommends the use of a high visibility crosswalk with pedestrian activated flashing beacons. These beacons would be designed as **Rectangular Rapid Flashing Beacon (RRFB)** as detailed in the CA MUTCD. The necessary details of RRFB would be added to the signing and striping plan set and include conduit, pull boxes, wiring, pushbuttons, warning signs, flashing light assemblies, controller cabinet, and service pedestal.

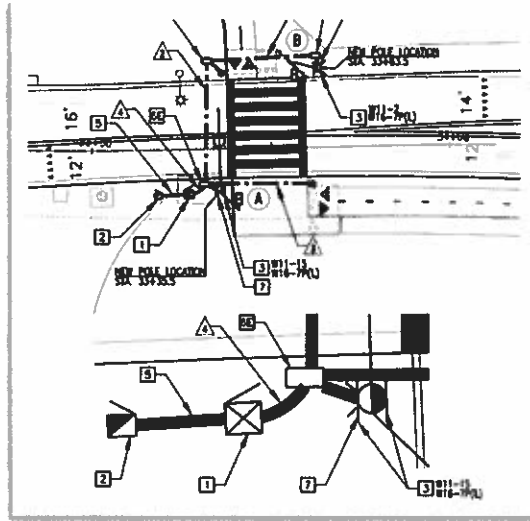


Figure 1: High Visibility Crosswalk with RRFB Example

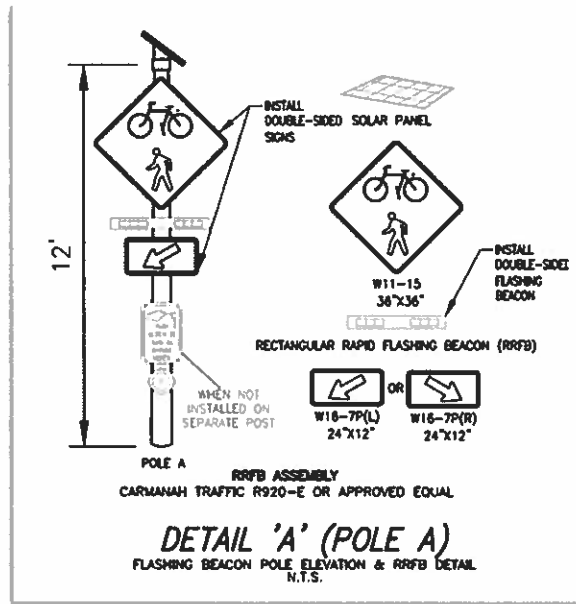


Figure 2: RRFB Detail Design Example

- **Roundabout Review:** TJW would provide peer review of the proposed roundabout designed by Blue Peak Engineering. The review would include a comparison to Caltrans and FHWA standards and include truck turning exhibits to ensure emergency vehicles and garbage trucks, at a minimum, can use the roundabout. TJW would provide internal redlines as needed.

In this proposed agreement, TJW has provided the following items to define the project:

- Scope of Services
- Schedule
- Qualifications
- Professional Fees
- Limitation of Liability
- Certificate of Merit
- Contract Approval

Electrical Design Scope of Work:

Phase 1

- Prepare Construction Documents including site plan, lighting design, power, circuiting, schedules, single line diagram, details, California Energy Code calculations, and specifications for the following items.
 - Line voltage powered parking lot lighting to match existing for approximately 80 parking spaces.
 - Solar-powered walkway lights to match existing.
 - Street lighting (tied to existing street lighting circuits) to match existing style for the street extension and new roundabout.
 - Power for new street crossing flashing light indicators.
 - New decorative and landscape lighting for the new roundabout.
 - Prepare a photometric exhibit for the new parking lot, walkway, and street lighting.
 - Conduit infrastructure design for all phase 2 scope of work items.
 - Communication/data utility coordination for phase 2 conditioned modular building.
 - Power connection for approximately eight (8) California Energy Code required Level 2 type, electrical vehicle charging stations operating at 208 or 240 volts, single-phase. Related utility coordination for separate electrical service or utility sub-meter from the existing service.
 - New irrigation pump connection.
 - Prepare Construction Documents (in AutoCAD), electrical specifications, and submit documents to the client for their review and comments.
- Conference call design meetings and or email correspondence as required with the Hirsch project team throughout the phase 1 design.
- Incorporate owner's comments into final construction document drawings and specifications.
- Prepare plans for City Plan Check submittal and respond to plan check comments to obtain plan check approval.
- Provide Construction Administration (CA) support services:
 - Review and provide written responses to the contractor's requests for information.
 - Review and process shop drawings and submittals.
 - Provide one (1) site visit punch walk during construction administration to include a written report of findings.

Phase 2

- Prepare Construction Documents including site plan, lighting design, power, circuiting, schedules, single line diagram, details, California Energy Code calculations, and specifications for the following items.
 - Line voltage powered area lighting to match phase 1 parking lot lighting.
 - Solar-powered walkway lights to match existing phase 1 walkway lighting.
 - City standard street lighting will be tied to the existing street lighting circuits for the street extension.
 - Area lighting for the new material storage yard.
 - Prepare a photometric exhibit for the new parking, walkway, and storage yard lighting.
 - Power connection for conditioned prefab office/restroom building.
 - Communication/data utility coordination to the new building office.
 - Power for the non-conditioned steel maintenance/parking building with lighting, 120V electrical receptacles, and cooling fans.
 - Power for the electric gate with access lock.
 - Identify all phase 2 work clearly on electrical construction documents.

The Plan format, standard construction notes, and sheet borders shall be commensurate with City standards.

Deliverables:

- 50%, 90% Full Set Construction Set Drawings(AutoCAD version compatible with City and PDF)
- 50%, 90% Contract Technical Specifications (Word and PDF)
- 50%, 90% Engineers Estimate (Excel and PDF)

Supporting Design Documentation/Calculations (Word, Excel, and PDF)

FINAL DESIGN DELIVERABLE FORMAT

From Plan Check Review Comments

Final Bid Package Submittal (100% PS&E):

- Full Construction Bid Ready Plans (1 PDF file for City duplication and printing and Autocad files)
- Specifications (PDF and DOC file formats)
- Project Cost Estimate (Excel file, and PDF)
- All Supporting Documents(PDF and/or DOC)

All applicable plans, technical specifications and construction cost estimates shall conform to City templates. All submittals shall be thoroughly checked as part of the Consultants QA/QC program, inclusive of any independent plan check process. All redlines shall be attached to each re-submittal with a summary matrix of comments, edits, and responses provided noting where the revisions have been incorporated into the specific deliverable as necessary

Task 4 – Bidding

- HAI team shall be available throughout the advertisement and bidding period to provide technical assistance to the City. This requires assistance with bidder's inquiries, preparation of addenda, and attendance at the pre-bid field meeting. Bidding procedures shall be the responsibility of the City

Deliverables: pre-bid meeting notes, comments on requests for information, plan/specification revisions, addendums to bid.

Task-5 - Construction Support

HAI will include the following services during construction at no additional cost.

- Attend Pre-construction meeting
- Review product submittals
- Respond to Requests for Information from the Contractor
- Attend the irrigation operation and coverage test
- Inspect delivery of plant materials at the site.
- Attend the punch list walkthrough.

Exclusions

- Design of offsite utilities
- Fire sprinkler design for structures
- HVAC Commission Testing and Reports
- Potholing of utilities
- Field staking of boundary.
- Printing and reproduction costs, billed as reimbursable

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Professional Fees

Professional fees for services stated are based upon the scope of work and include all costs for general overhead, profit, telephone, clerical, travel and incidental expenses. Fees shall be valid for the life of the contract.

Reimbursement Expenses

All printing, blueprinting, computer plotting, computer scans, photographic reproductions and special overnight deliveries, other than US Postal Service, requested by the City shall be paid as a direct reimbursable expense plus 10% to Hirsch & Associates.

Hourly rates valid for life of contract

Principle Landscape Architect	\$175/hr
Project Manager	\$100/hr
Designer	\$85/hr
Clerical	\$70/hr
IDS Principal	\$216/hr
IDS Project Manager	\$178/hr
Civil Engineer	\$220/hr
Traffic Engineer	\$230/hr
Project Meetings	\$600/ea
Reproduction / Printing	Cost Plus 10%

Travel

Authorized travel associated with project design and project meetings, are included within our fees.

EXHIBIT "B"

SPECIAL REQUIREMENTS

Comply with:

1. Rules and Regulations of other authorities with jurisdiction over the project limits.

EXHIBIT "C"

SCHEDULE OF COMPENSATION

City agrees to compensate Consultant for the services outlined in Exhibit "A" not to exceed the Contract Sum of One Hundred and Forty Eight Thousand and Five Hundred Dollars (\$148,500.00). Consultant shall be paid within thirty (30) days after City's receipt and approval of an invoice submitted by consultant. Such invoice shall be in a form approved by the City Manager and shall include details as to the number of hours worked and the services performed. Consultant shall be paid for actual work completed on the project.

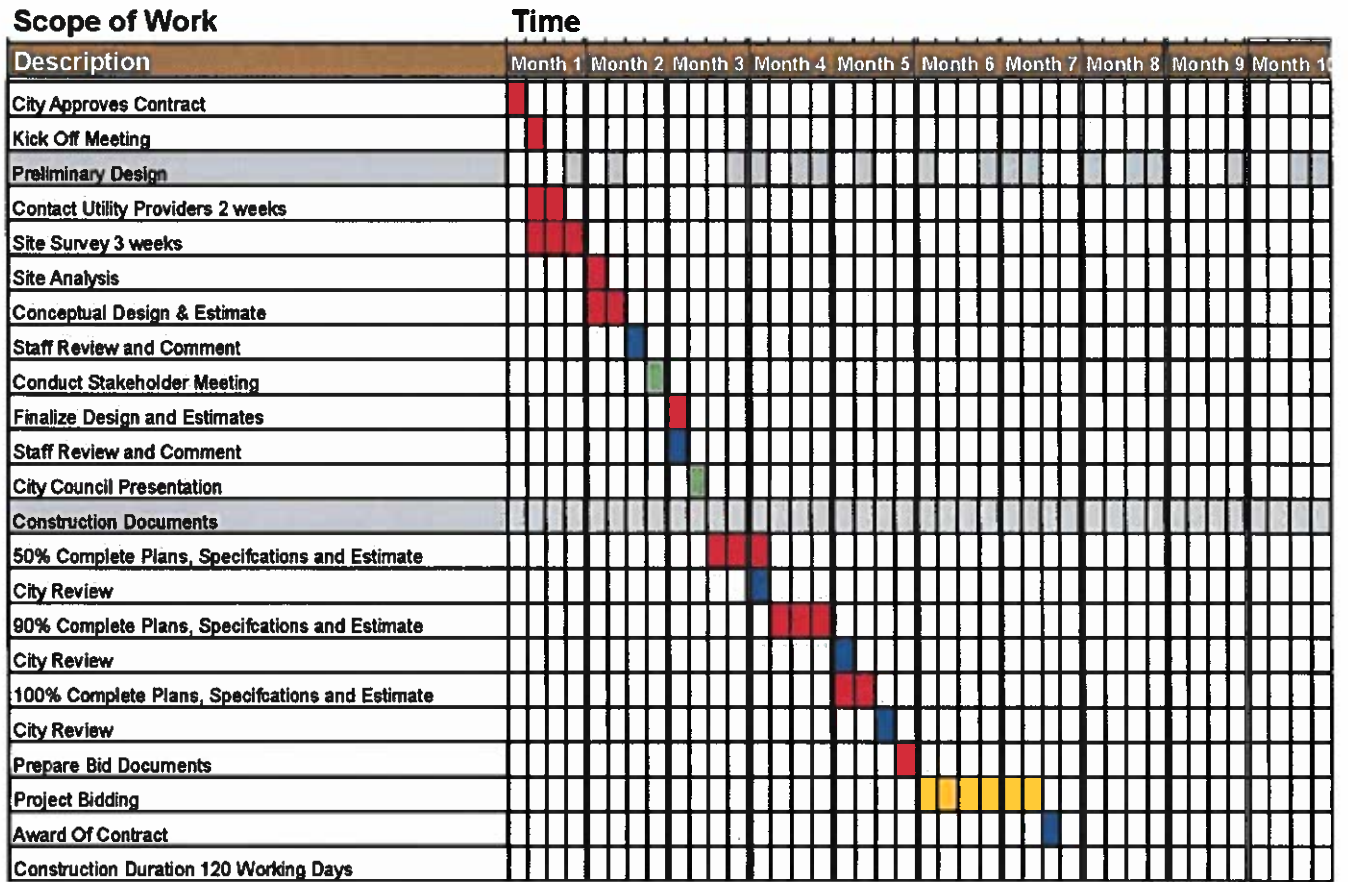
EXHIBIT "D"

SCHEDULE OF PERFORMANCE

(SEE ATTACHMENT)

Morgan Park

Project Schedule



- Administration and Design
- CITY Review
- Public Presentation
- Project Bidding and Award



CITY OF PERRIS
COMMUNITY SERVICES

**Attachment 3:
City of Perris
Active Bidder Summary**



CITY OF PERRIS

COMMUNITY SERVICES

Bid Summary

Project: Morgan Park Phase 2.1 Parking Lot Expansion and Morgan Street Improvement Project

Contractor:	Bid Amount
1) Hirsch & Associates, Inc.	\$148,500

Morgan Park Phase 2 Parking Lot Expansions with Facilities Yard

Post Date: 12/15/2021 10:08 PST

Due Date: 01/10/2022 before 10:00 PST

Estimated Value: N/A

Registered Bidders / 2 total

#	Name	Company	Address	City	State	Phone
1	Gonzales, Richard	C.S. Legacy Construction, Inc.	5781 Schaefer Ave	Chino	CALIFORNIA	9095902626
2	Foley, Charles	Hirsch & Associates, Inc. HAI	2221 East Winston Road A	Anaheim	CA	7147764340



CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

MEETING DATE: February 22, 2022

SUBJECT: Environmental Services for Perris Valley MDP Line E Stage 5 & 6 Project (CIP # D016)

REQUESTED ACTION: Approve Amendment No. 1 of the Contract Services Agreement with Dudek, Inc., for the sum of \$219,689; and authorize the City Manager to execute the amended Agreement

CONTACT: Stuart E. McKibbin, Contract City Engineer

BACKGROUND/DISCUSSION:

The Perris Valley MDP Line E Stages 5 & 6 project would mitigate severe flooding issues within the City. The project runs along the north side of Ramona Expressway between Indian Avenue and Perris Valley Channel. Riverside County Flood Control & Water Conservation District (District) has committed to contribute \$4.3 million towards the project environmental services, design services and construction.

The City approved the original Contract Services Agreement with Dudek, Inc. on October 17, 2020. Due to delays from the COVID-19 global pandemic, the results of preliminary biological surveys and new biological information made available by the JM Realty Perris's development project, an amendment to the Contract Services Agreement is needed. The amendment includes additional biological surveys, extends the contract term to June 30, 2023, and increases the contract amount from \$134,500 to \$219,689.

The attached amendment is modeled after the contract services agreements previously approved by the City. The amendment is attached in draft form and minor changes to the text and exhibits will likely be required following final review of the consultant and City Engineer's office. If the City Council approves the amendment, the City Attorney's office will incorporate any minor changes and finalize the agreement for execution. If any substantive changes are required, the amendment will be brought back to City Council for further consideration.

Staff recommends the Council approve Amendment No. 1 of the Contract Services Agreement with Dudek, Inc. in the amount not to exceed \$219,689.00 and authorize the City Manager to execute the amendment.

BUDGET (or FISCAL) IMPACT:

The amount required for environmental work will be \$219,689.00. Adequate funding is budgeted in D016 and will also be offset by Riverside County Flood Control and Water Conservation District funds.

Prepared by: Stuart E. McKibbin, Contract City Engineer

REVIEWED BY:

City Attorney _____
Assistant City Manager _____
Deputy City Manager _____

Attachments: Vicinity Map

Draft Amendment No. 1 to Contract Services Agreement with Dudek
CIP # D016

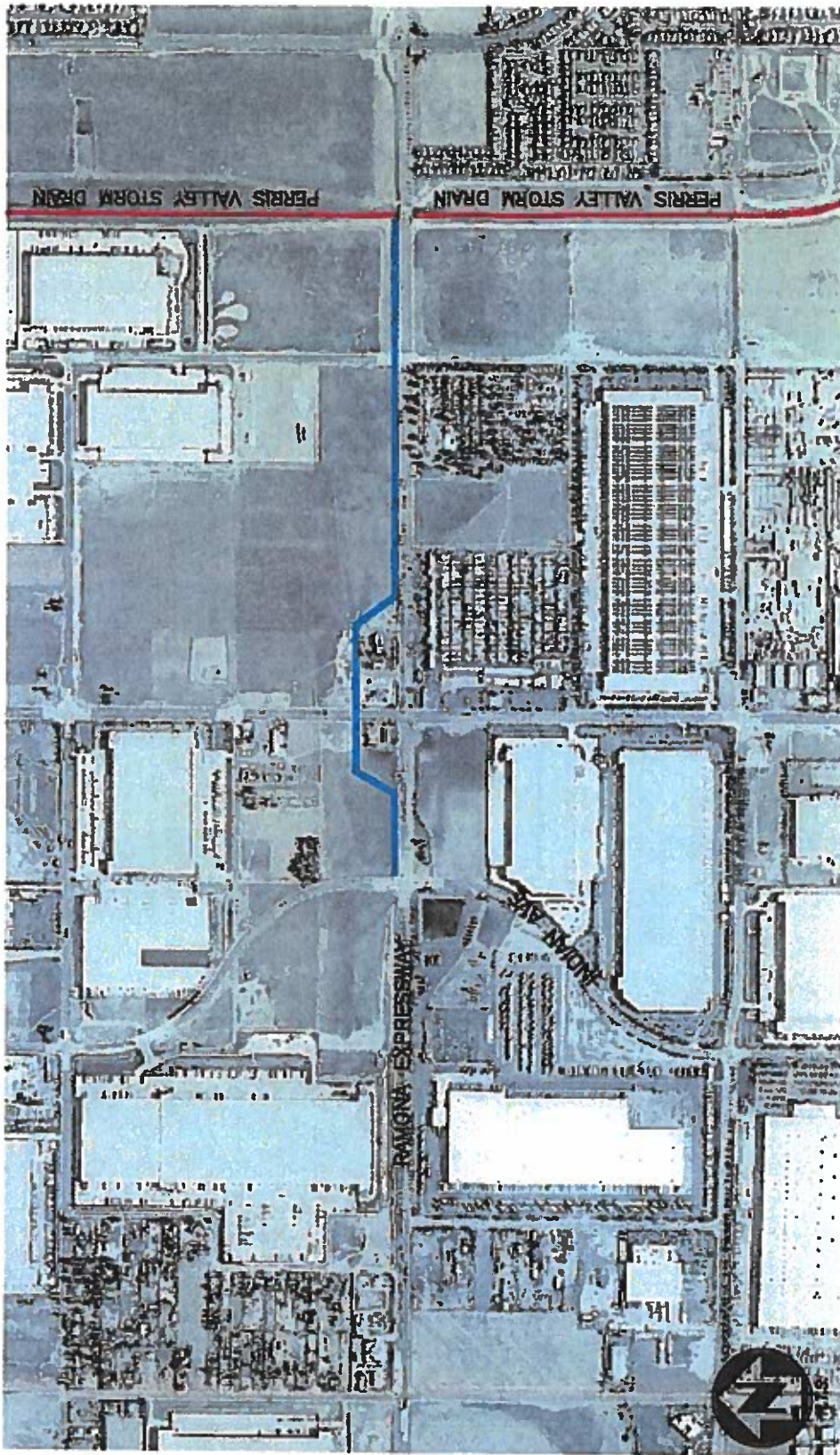
October 27, 2020 Staff Report for Contract Services Agreement w/o attachments

Consent: Yes
Public Hearing:
Business Item:
Presentation:
Other:

ATTACHMENT 1

Vicinity Map

PERRIS VALLEY MDP LINE E, STAGES 5 & 6



LEGEND:
— Perris Valley MDP Line E, Stgs. 5 & 6
— Existing Above Ground Facility

TRI LAKE
CONSULTANTS, INC.
CITY ENGINEER
SINCE 1978



ATTACHMENT 2

**Draft Amendment No. 1 to
Contract Services Agreement with Dudek, Inc.**

AMENDMENT No. 1

**to Contract Services Agreement Between the City of Perris
and Dudek**

THIS AMENDMENT No. 1 ("Amendment") to Contract Services Agreement is made and entered into as of this 22nd day of February 2022, by and between Dudek, a California Corporation ("Contractor") and the City of Perris, a municipal corporation ("City").

RECITALS

WHEREAS, on October 27, 2020, City and Contractor entered into a Contact Services Agreement ("Contract") for the Perris MDP Line E, Stage 5 and 6 Project ("Project").

WHEREAS, due to delays associated with the COVID-19 global pandemic, results of preliminary biological surveys, and the provisions of additional information from the JM Realty Perris Development Project (JM Realty Project), a revised scope of services is needed.

WHEREAS, the City and Contractor desire to increase Contract Sum by Seventy Four Thousand Six Hundred Six and 00/100 dollars (\$74,606) from One Hundred Thirty Four Thousand Five Hundred and 00/100 dollars (\$134,500) to an amount not to exceed Two Hundred Nineteen Thousand Six Hundred Eighty Nine and 00/100 dollars (\$219,689).

WHEREAS, the City and Contractor desire to amend Section 3.4 of the Contract to specify a completion date of December 31, 2022.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, City and Contractor agree to the following:

Section 1. Recitals. The recitals above are true and correct and are incorporated herein by this reference.

Section 2. The funding amount contained in Section 2.1 of the Contract is hereby increase Contract Sum by Seventy Four Thousand Six Hundred Six and 00/100 dollars (\$74,606) from One Hundred Thirty Four Thousand Five Hundred and 00/100 dollars (\$134,500) to an amount not to exceed Two Hundred Nineteen Thousand Six Hundred Eighty Nine and 00/100 dollars (\$219,689).

Section 3. Contract Amendment. Section 3.4 of the Contract is hereby amended to read in its entirety as follows:

3.4 Term. Unless earlier terminate in accordance with Section 7.4 below, this Agreement shall continue in full force and effect until June 30, 2023.

Section 4. Exhibit "A" Scope of Services. Scope of Services to be replaced in its entirety by Revised Exhibit "A" Attached.

Section 5. Exhibit "C" Schedule of Compensation. Schedule of Compensation to be replaced in its entirety by revised Exhibit "C" attached.

Section 6. Full Force and Effect. City and Contractor agree, except as specifically provided in this Amendment, the terms of the Contract shall remain unchanged and in full force and effect.

IN WITNESS HEREOF, the parties hereto have caused this Amendment to be duly executed this day and year first written above.

Contractor

Contractor Name: Dudek, Inc.
Address: 3615 Main Street, Suite 103
Riverside, CA 92501

(S E A L)

Signature must be that of a duly authorized representative (Corporations require two signatures. Both must be officers of the company.)

By: _____ (Signature)	By: _____ (Signature)
_____ (Print Name)	_____ (Print Name)
Title: _____	Title: _____

City

City of Perris

Attest to:

City Clerk

City Manager

Date

Exhibit A

Revised Scope of Services

Scope of Work

The following scope of work has been prepared based on the requests included in the RFP and Dudek's preliminary review of the Project improvements and the Project site and vicinity. We believe that this scope of work includes the necessary tasks to ensure compliance with CEQA and issuance of required regulatory permits.

Task 1. Project Re-Initiation

Upon issuance of the authorization to proceed, Dudek will prepare for and attend one re-initiation kickoff meeting via teleconference (or video) call with the City and District. The purpose of the re-initiation kickoff meeting would include discussion of existing available Project information, high-level Project schedule goals, and establishing communication protocol. After the re-initiation kickoff meeting, the Dudek team will review available information provided by the City and/or District. For the purposes of this scope of services, we assume the City will provide a Draft PDR, including a Preliminary Overall Project Schedule, as identified in the RFP.

Based on review of available information provided by the City and/or District, Dudek will prepare a detailed Project schedule for completion of environmental compliance and regulatory permitting required for the Project. In addition, Dudek will submit a formal data request to the City for any additional information required to adequately analyze the potential environmental impacts resulting from the Project.

In addition to typical review of available information for Project re-initiation kickoff purposes, materials were provided by JM Realty that required additional review and coordination. The work effort included herein does not include a formal peer review of materials provided by JM Realty. However, Dudek will complete additional coordination and review of those materials to ensure consistency between the documents as well as utilizing available information as possible to reduce efforts.

Deliverables

- Electronic draft high-level Project schedule to the City and District prior to re-initiation kickoff meeting
- Electronic data request (CAD and GIS shapefiles) for Project footprint to the City upon re-initiation of work
- Electronic data request for Air Quality, Greenhouse Gas Emissions, and Noise needs to the City no more than 1 week after Project design is determined
- Electronic detailed Project schedule to the City and District after review of available information is completed

Assumptions

- Once the project is reinitiated, the project will continue without additional delay.
- The City will provide a Draft PDR, including a Preliminary Overall Project Schedule.

Task 2. Technical Studies

Dudek will prepare technical studies in-house to be used by the City and District to help identify environmental constraints, and ultimately, a preferred alignment. Prior to preparation of the PDR, the Dudek team will conduct the following technical studies to ensure that Project alternatives are fully evaluated by the City in the creation of the PDR:

- Phase 1 Cultural and Historic Resources Report
- Biological Resources Assessment Report and MSHCP Consistency Analysis

- Draft Aquatic Resources Delineation Report
- Paleontological Resources Assessment

Once the final Project alignment has been determined, based on review of potential environmental constraints and feasibility analysis, Dudek will prepare an AQ/GHG Emissions Technical Memo summarizing potential impacts associated with Project construction.

2.1 Phase 1 Cultural and Historic Resources Report

Dudek will complete the following tasks to provide an assessment of impacts to historical resources (including both historic built environment and archaeological resources) in conformance with CEQA and County of Riverside guidelines for historical resources. The initial site survey completed by Dudek archaeologists in 2021 is included herein.

Records Search

Dudek will begin by conducting a California Historical Resources Information Systems (CHRIS) records search of the Project site and a 0.5-mile radius at the Eastern Information Center, which houses cultural resource records for Riverside County. The purpose of the records search is to identify any previously recorded cultural resources that may be located within the Project site and vicinity. In addition to a review of previously prepared site records and reports, the records search will also provide information on historical maps of the Project site and vicinity, ethnographies, the National Register of Historic Places, the California Register of Historical Resources, the California Historic Property Data File, Built Environment Resources Directory, and the lists of California State Historical Landmarks, California Points of Historical Interest, and Archaeological Determinations of Eligibility. Due to processing delays resulting from COVID-19, the Eastern Information Center response time will likely be delayed up to 2 months.

Native American Coordination

Sacred Lands File and Inquiry Letters. Dudek will contact the California Native American Heritage Commission (NAHC) for a review of their Sacred Lands File. The NAHC will determine if any NAHC-listed Native American sacred lands are located within or adjacent to the Project site. In addition, the NAHC will provide a list of Native American contacts for the Project who should be contacted for additional information. If instructed to do so by the City, Dudek will prepare and mail a letter to each of the NAHC-listed contacts, requesting that they contact us if they know of any Native American cultural resources within or immediately adjacent to the Project site. This Native American contact process is for Project informational purposes only and is not compliant with AB 52.

AB 52. The Project is subject to compliance with AB 52, which requires lead agencies to provide tribes (who have requested notification) with early notification of the Project and, if requested, consultation to inform the CEQA process with respect to tribal cultural resources. We assume that the City, as the lead agency, will initiate AB 52 consultation with interested tribal representatives, handle all associated coordination, and provide updates to Dudek for incorporation into the CEQA document, where applicable.

Field Survey

The archaeological survey has been completed. Dudek will survey the Project site for historic built environment resources. The built environment survey will entail taking detailed notes and photographs of any visible drainage features identified within the Project site. A cursory review of the Perris Valley Storm Drain system indicates that

some portions are more than 45 years old. A qualified architectural historian will document an identified drainage features that require further study.

Record and Evaluate Historic Resources

Based on the cursory review of the Project site and vicinity, we assume no more than one historic built environment resource (the Perris Valley Storm Drain system) will be identified that requires recordation and evaluation for historical significance to determine if the Project has the potential to impact historical resources, as defined by CEQA. The applicable portions of this resource will be recorded on State of California Department of Parks and Recreation Series 523 Forms (DPR forms) and will be evaluated in consideration of National Register of Historic Places, California Register of Historical Resources, and local designation criteria and integrity requirements. As part of this task, Dudek will conduct building development research to understand engineering history. Dudek will also conduct archival research to develop the appropriate historic context for the property significance evaluation. This may entail visiting local libraries, historical societies, and relevant data repositories.

Cultural Resources Technical Report

Dudek will prepare a cultural resources technical report that will summarize the results of the records search, Native American coordination, background research, field survey, and property significance evaluation. The report will discuss the Project description, regulatory framework, all sources consulted, research and field methodology, setting, and findings. In addition, the report will discuss the Project's potential to impact historical and archaeological resources under CEQA and will provide mitigation measures and recommendations, as appropriate. DPR forms will be included as an appendix to the report. The archaeological component of the report will provide guidance for next steps if the archaeological sites, should they be identified, cannot be avoided.

Deliverables

- Electronic copy of the draft and final Phase 1 Cultural and Historic Resources Report to the City and District
- One hard copy of the final Phase 1 Cultural and Historic Resources Report to the City

Assumptions

- Direct costs for the records search will not exceed \$1,200.
- No in-person meetings with Native American groups are included in this scope of work.
- The City will conduct AB 52 consultation and provide Dudek with a summary of consultation conclusions.
- Formal recordation of archaeological sites is not included. Dudek will work with the City to develop a scope to complete DPR 523 series resource forms if archaeological sites are identified during the records search or field survey.
- One historic built environment resource (the Perris Valley Storm Drain system) will require recordation and evaluation for historical significance. If additional historic built environmental resources are identified during the field survey, Dudek will work with the City to develop a scope for formal recordation of additional resources.
- One round of revisions will be included, based on comments received from the City and District.

2.2 Biological Resources Assessment Report and MSHCP Consistency Analysis

Dudek will prepare a Biological Resources Assessment Report and MSHCP Consistency Analysis in support of the IS/MND. Dudek conducted an initial literature review and biological field survey in March 2021, which is included

herein. The Project is located within the Western Riverside County MSHCP plan area but is not located within a designated Criteria Cell. As such, the Project must demonstrate consistency with MSHCP Requirements but will not require the processing of a Habitat Evaluation and Acquisition Negotiation Strategy application with the City or District, nor a Joint Project Review process with the Regional Conservation Authority. Portions of the Project site are located within a MSHCP Narrow Endemic Plant Species Survey Area (NEPSSA) and Criteria Area Species Survey Area (CASSA); therefore, in accordance with the MSHCP, a habitat assessment must be conducted and focused surveys completed if suitable habitat is present. The Project also incorporates designated Public/Quasi-Public land along the existing Perris Valley Storm Drain. Pursuant to Section 7.3.7 of the MSHCP, flood control activities within Public/Quasi-Public lands are covered activities but could require equivalent replacement land if the functions and values of the Public/Quasi-Public lands are negatively affected.

Biological Field Survey Results

Dudek conducted a biological survey of the Project site and a 500-foot buffer, where accessible (study area), to assess the presence or potential of occurrence for sensitive biological resources in March 2021, and such work is included herein.

Segments of the Project site fall within a MSHCP burrowing owl habitat assessment area; therefore, the site was assessed for suitability for burrowing owl in accordance with the MSHCP burrowing owl survey requirements, which includes a 500-foot buffer around the Project site. Suitable habitat was determined present; therefore, focused surveys will be required and are further described in this task under "Burrowing Owl Focused Surveys." In addition, segments of the Project site fall within the MSHCP NEPSSA and CASSA survey areas; therefore, the Project site was assessed for suitable habitat for the following NEPSSA species: San Diego ambrosia (*Ambrosia pumila*), spreading navarretia (*Navarretia fossalis*), California Orcutt grass (*Orcuttia californica*), Wright's trichocoronis (*Trichocoronis wrightii* var. *wrightii*), and the following CASSA species: San Jacinto Valley crowscale (*Atriplex coronata* var. *notatior*), Parish's brittlescale (*Atriplex parishii*), Davidson's saltscale (*Atriplex serenana* var. *davidsonii*), thread-leaved brodiaea (*Brodiaea filifolia*), round-leaved filaree (*California macrophylla*), smooth tarplant (*Centromadia pungens* ssp. *laevis*), Coulter's goldfields (*Lasthenia glabrata* ssp. *coulteri*), little mousetail (*Myosurus minimus*), and mud nama (*Nama stenocarpum*).

Suitable habitat was determined present; therefore, focused surveys will be required and are further described under Task 7.2. Moreover, all projects sited within the MSHCP boundary must be assessed for MSHCP Section 6.1.2 riparian/riverine, vernal pool, and fairy shrimp habitat, as well as for connectivity to downstream conservation areas. In addition, based on the March 2021 biological field survey, pools that were determined to be potential fairy shrimp habitat were mapped. If the proposed Project cannot avoid these pools, focused surveys for fairy shrimp would be necessary, as described under Optional Tasks 7.1 and 7.2. If unavoidable impacts to Section 6.1.2 resources are identified based on final Project design, a DBESP report must be prepared prior to Project implementation, as described under Optional Task 7.3.

Technical Report

A Biological Resources Assessment Report and MSHCP Consistency Analysis will be prepared to support the CEQA document. The report will include a discussion of the survey methodology according to the appropriate protocol and adequacy of the survey. Vegetation communities and special-status biological resources will be described in terms of their regional significance and presence on site. All biological resources observed or with potential to occur on site with any reasonable potential to constrain the Project will be addressed in the report. The report will also include an assessment of existing conditions, biological resources impacts analysis, and an assessment of the significance of impacts in accordance with CEQA and other applicable county, state, and federal laws. The

proposed Project anticipates analyzing two Project alternatives. Dudek will recommend specific avoidance, minimization, and mitigation measures for impacts identified that will reduce impacts to a level below significance, if possible. Proposed mitigation requirements for potential impacts to sensitive or special-status resources will be discussed in terms of regional planning, and city, state, and federal laws and guidelines to comply with all existing biological resource laws, regulations, and court precedent. Graphics will be created to depict the location of the site, existing biological conditions, and Project impacts.

Finally, the technical report will also include analysis of the Project's consistency with the MSHCP. This section of the report will address the following MSHCP requirements (as applicable):

- Riparian/riverine, vernal pool, and fairy shrimp requirements (MSHCP Section 6.1.2)
- Species survey requirements (MSHCP Sections 6.1.3 and 6.3.2)
- Urban/wildlife interface guidelines (MSHCP Section 6.1.4)
- Maintenance of flood control facilities within Public/Quasi-Public lands (MSHCP Section 7.3.7)
- Construction guidelines within Public/Quasi-Public lands (MSHCP Section 7.5.3)

Deliverables

- Electronic copy of the draft and final Biological Resources Assessment Report and MSHCP Consistency Analysis to the City and District
- One hard copy of the final Biological Resources Assessment Report and MSHCP Consistency Analysis to the City

Assumptions

- Project site footprint is assumed to be a maximum of 50 acres (plus a 500-foot buffer).
- Field survey will be completed by two Dudek staff members in one day.
- One round of revisions will be included, based on comments received from the City and District.
- Should the Project site demonstrate suitable habitat for fairy shrimp based on the results of the biological survey, focused surveys would be necessary and Dudek can provide those services under Task 7.

Burrowing Owl Focused Surveys

Due to the presence of suitable habitat, a focused burrow survey and four focused burrowing owl surveys will be conducted in accordance with the MSHCP *Burrowing Owl Survey Instructions*. For the burrow survey, a qualified biologist will walk uniform transects throughout the study area (the Project site and a 500-foot buffer around the site, where access is authorized) and document any potential burrow resources (i.e., burrows or constructed structures 4 inches or greater in diameter) with a GPS unit.

Focused surveys will be conducted by a qualified biologist within all areas where suitable burrowing owl habitat was identified during the burrow survey. Focused surveys for burrowing owl consist of site visits on 4 separate days conducted during the breeding season (March 1 through August 31). We assume that only 25% of the site would support suitable burrows requiring additional focused burrowing owl surveys, resulting in an additional 0.75 miles of transect and one person per day per survey pass. Four survey passes are expected to take 4 person-days, and two biologists would conduct the survey passes (64 survey hours total).

Dudek will prepare a final Burrowing Owl Report that includes the methodology, results of the survey, site photographs, and a map depicting the location of all suitable burrows, burrowing owl sign, occupied burrows, and/or burrowing owls observed.

Deliverables

- Methods and results of the Focused Burrowing Owl Surveys to be included in the Biological Resources Assessment Report (Task 2.2)

Assumptions

- The entirety of the site except for the developed areas (approximately 50 acres) will require an initial review and the focused burrowing owl survey can be done coincidentally with the first focused burrowing owl survey. Only 25% of the site would support suitable burrows requiring additional focused burrowing owl surveys.
- Each of the four survey passes will take two biologists 1 person-day, for 8 person-days total (64 hours total burrowing owl survey time).

Focused NEPSSA and CASSA Plant Surveys

The Project is proposed within a designated MSHCP NEPSSA survey area for San Diego ambrosia, spreading navarretia, California Orcutt grass, and Wright's trichocoronis and within a designated MSHCP CASSA for San Jacinto Valley crownscale, Parish's brittlescale, Davidson's saltscale, thread-leaved brodiaea, round-leaved filaree, smooth tarplant, Coulter's goldfields, little mousetail, and mud nama. Due to the presence of suitable habitat as described earlier in Task 2.2, a focused plant survey is required during the appropriate blooming period for each target species, as applicable, as stated in MSHCP, Volume I, Table 6-1. All of the species with potential to occur in the study area bloom in spring or summer (or can be detected year-round) and should be surveyed within a general seasonal window between May and July/August.

Plant species bloom at slightly different times each year depending on temperature, rainfall patterns, elevation, and other environmental factors. Reference population checks involve locating known populations of special-status plant species during a time frame when they are known to be blooming or to exhibit other phenological characteristics that allow for species identification. Observations of reference populations during peak phenology provide assurance to the lead agencies and resource agencies that these species would be identifiable if they are present in areas proposed for ground disturbance. One person-day per survey pass will be allotted to the reference population check.

Focused special-status plant surveys will conform to the 2001 California Native Plant Survey Botanical Survey Guidelines, the 2018 CDFW Protocols for Surveying and Evaluating Impacts to Special-Status Native Populations and Natural Communities, and the 2002 USFWS General Rare Plant Survey Guidelines. All plant species encountered during the field surveys will be identified to subspecies or variety, if applicable, to determine sensitivity status. Moreover, all plant species encountered in the field will be recorded for inclusion as an appendix to the Biological Resources Assessment Report (Task 2.2).

If target species are encountered, field personnel will record data points demarcating edge of polygon and will assess population numbers using a GPS with sub-meter accuracy (e.g., Trimble GeoXT) and a data dictionary. The data dictionary will include, at a minimum, the species name, the number or range of individuals, and the botanist collecting the data.

For this scope and cost, Dudek assumes that the entirety of the site except the developed areas (approximately 50 acres) will contain suitable habitat for special-status plants. We assume that each project site survey pass will take two biologists 1 day to complete, for 4 person-days in total.

Dudek will summarize the methodology and results of the survey, including a table of survey conditions, assessment of the suitability of the survey in terms of timing and levels of germination observed, and description of results in terms of special-status plant species locations and population sizes in the Biological Resources Assessment Report (Task 2.2). Maps will be provided to illustrate the locations and numbers of special-status species observed within the study area.

Deliverables

- Methods and results of the focused NEPSSA and CASSA plant surveys will be included in the Biological Resources Assessment Report (Task 2.2)

Assumptions

- The entirety of the site except for the developed areas (approximately 50 acres) will require a maximum of 1 person-day (8 hours) to survey for NEPSSA and CASSA Plant Species.
- Two survey passes and two reference population checks will be required, for a total of 2 person-days of reference population checks (16 hours) and 4 person-days (32 hours) of survey time.

2.3 Aquatic Resources Delineation Report

Dudek conducted a formal delineation of state and federal jurisdictional waters and wetlands (i.e., aquatic features) in accordance with the following agencies and regulations: (1) ACOE, pursuant to Section 404 of the federal Clean Water Act; (2) RWQCB, pursuant to Section 401 of the federal Clean Water Act and the Porter-Cologne Water Quality Control Act (Porter-Cologne Act); and (3) CDFW pursuant to the California Fish and Game Code within the Project site and within 50 feet of the Project site, where accessible. Since the time of the March 2021 delineation, based on a recent court case ordering vacation of the Navigable Waters Protection Rule, ACOE and the U.S. Environmental Protection Agency have halted implementation of the rule and are interpreting waters of the United States consistent with the pre-2015 regulatory regime until further notice. This means that ephemeral drainages are once again considered waters of the United States.

The methods and results of the March 2021 jurisdictional delineation will be summarized in the Biological Resources Assessment Report (Task 2.2). In addition, to support potential permitting, Dudek will prepare a stand-alone Aquatic Resources Delineation Report (ARDR), that describes the existing conditions within the jurisdictional delineation Study Area in compliance with Special Public Notice dated March 16, 2017, Minimum Standards for Acceptance of Aquatic Resources Delineation Reports.

The ARDR will include the following information:

- Contact information for the applicant(s), property owner(s), and agent(s)
- Project location
- Methods
- Results describing all aquatic resources, including a detailed table of each resource
- A description of existing field conditions
- A discussion of hydrology at the site

- Soils descriptions
- Required forms
- Maps prepared consistent with the 2016 ACOE Updated Map and Drawing Standards for the South Pacific Division Regulatory Program
- Photographs showing representative aquatic resources
- Completed data station forms
- Digital GIS data of the aquatic resources

Deliverables

- One electronic version of the final ARDR for review by the City and District
- One electronic version of the final ARDR (revised based on one round of comments)

Assumptions

- The ARDR will be finalized after two rounds of reviews by the City and District.

2.4 Paleontological Resources Assessment

Per CEQA and County of Riverside paleontological guidelines, Dudek's certified Riverside County paleontologists will complete a paleontological resources inventory and assessment, which will include a paleontological records search through LNHM, geological and paleontological literature and map review, a field survey, and documentation of results in a paleontological resources assessment memorandum.

Records Search

Dudek's certified Riverside County paleontologists will complete a paleontological records search through LNHM. The purpose of the records search is to determine the location of any previously recorded fossil discoveries within and nearby the Project site and identify which geological units are present.

Field Survey

Upon completion of the records search, Dudek will survey the Project site and alternative alignments for paleontological resources. The paleontological survey will be conducted by a dual-trained archaeological/paleontological surveyor during the archaeological survey, thereby incurring no additional cost other than survey coordination by our senior Paleontologist. The survey will consist of an intensive-level pedestrian survey for all accessible portions of the Project site with exposed ground surface. Identified resources will be mapped using iPad technology with Esri Collector and Avenza PDF Maps software. Dudek assumes that the survey will be negative for paleontological resources (i.e., no newly discovered paleontological resources will be encountered, and no previously recorded resources will require updates). No fossil specimens will be collected during the survey.

Paleontological Resources Assessment Memorandum

Dudek will prepare a Paleontological Resources Assessment Memorandum that will summarize the results of the paleontological resources records search, field survey, geological mapping, and paleontological literature review. The memorandum will discuss the Project description, regulatory framework, research and field methodology and results, all sources consulted, and recommendations for appropriate management. For the purposes of this scope of work and cost estimate, Dudek assumes that a memorandum will be sufficient to document the negative results.

Deliverables

- Electronic copy of the draft and final Paleontological Resources Assessment Memorandum to the City and District
- One hard copy of the final Paleontological Resources Assessment Memorandum to the City

Assumptions

- Direct fees for the LNHM records search will not exceed \$300.
- Field survey will be conducted concurrently with Task 2.1.
- A memorandum will be sufficient to document negative results.
- One round of revisions will be included, based on comments received from the City and District.
- Dudek assumes that the survey will be negative for paleontological resources. If any resources are encountered during the survey, Dudek can provide a separate scope and fee to conduct recordation or collecting and preparation of a full paleontological survey report.

2.5 Air Quality/Greenhouse Gas Emissions Technical Memorandum

Dudek will conduct an assessment of the AQ/GHG emissions impacts of the Project using the significance thresholds set forth in Appendix G of the CEQA Guidelines and by the South Coast Air Quality Management District (SCAQMD) guidelines. The results will be presented in a combined AQ/GHG emissions technical memorandum. Details of the analysis (e.g., emission calculations) will be included in a technical appendix. After reviewing all available Project materials, Dudek will prepare a request for any outstanding data needed to conduct the analysis. If precise information on a particular factor is not available from the City/District, Dudek will make every effort to quantify these items using the best available information for comparable data sources, but in all cases will consult first with the City/District regarding the information needed.

Air Quality Assessment

Dudek will estimate criteria air pollutant emissions associated with construction of the Project using the California Emissions Estimator Model (CalEEMod). It is anticipated that the Project will generate emissions from on-site sources (e.g., off-road construction equipment) and off-site sources (e.g., worker vehicles and on-road trucks) during construction of the proposed Line E storm drain. The analysis of short-term construction emissions will be based on scheduling information (e.g., overall construction duration, phasing, and phase timing) and probable construction activities (e.g., construction equipment type and quantity, workers, and haul trucks), developed by the City, District, and/or standardized approaches. Any additional information necessary to estimate emissions will be based on standardized approaches and Dudek's experience with similar projects and will be determined in collaboration with City and/or District staff. The analysis will then evaluate the significance of the emissions based on the SCAQMD significance criteria.

Dudek will also assess the Project's potential to cause or contribute to exceedances of ambient AQ standards at sensitive receptors near Project activities using the SCAQMD's localized significance thresholds. For projects with a total site area of 5 acres or less, the assessment may use a simple lookup table approach provided by SCAQMD. For budgetary purposes, it is assumed that the maximum daily area of disturbance will not exceed 5 acres for each construction phase; therefore, the localized significance threshold assessment will use the lookup table approach provided by SCAQMD and the construction emission estimates from CalEEMod. A qualitative discussion of the Project's potential health impacts on proximate sensitive receptors will be prepared. It is not anticipated that operation would require use of a stationary source (e.g., emergency generators), which would require a

permit from SCAQMD. As such, no stationary source emissions calculations or associated operational health risk assessment will be required.

Based on similar projects, it is anticipated that following completion of the proposed Line E storm drain, the Project would not result in a net increase in routine operational activities; specifically, the Project would be served by existing staff and no increase in vehicle trips above baseline is anticipated to occur. In addition, operational energy or area sources are not anticipated. Accordingly, Dudek will evaluate potential operational impacts qualitatively. Because the Project is not anticipated to generate routine vehicle trips, it is assumed that Project-related traffic would not generate substantial concentrations of criteria air pollutant emissions, specifically carbon monoxide hotspots. As such, we will provide a brief qualitative analysis of the Project's potential to generate emissions that may adversely affect nearby sensitive receptors or result in a carbon monoxide hotspot impact.

Additional Appendix G thresholds will also be evaluated, including the potential for the Project to result in other emissions, such as odors, or to impede attainment of the current SCAQMD air quality management plan.

Greenhouse Gas Emissions Assessment

The GHG emissions assessment will estimate the GHG emissions associated with construction of the Project using CalEEMod, based on the same construction scenario utilized in the air quality analysis. Operational GHG emissions would not be quantified, given that no increase in operational activities is expected upon completion of the Project.

Dudek will assess the significance of the Project with respect to the Appendix G thresholds; specifically, whether a project would (a) generate GHG emissions, either directly or indirectly, that may have a significant impact on the environment or (b) conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing GHG emissions. The SCAQMD GHG CEQA Significance Threshold Working Group has proposed options lead agencies can select from to screen thresholds of significance for GHG emissions in residential and commercial projects; however, no thresholds have been formally adopted, nor have thresholds been adopted for construction-only scenarios. The SCAQMD proposed a bright-line screening threshold of 3,000 metric tons of carbon dioxide equivalent (MT CO_{2e}) per year for all land use types. Under this approach, and per the SCAQMD guidance, construction emissions will be amortized over 30 years and compared to the operational bright-line threshold. We assume that a simple emission-based threshold, such as the 3,000 MT CO_{2e} per year bright-line threshold, can be used.

The City adopted a Climate Action Plan (CAP) in 2016; however, the CAP is not a qualified GHG emission reduction plan under CEQA Guidelines Section 15183.5 and therefore cannot be used for tiering in subsequent CEQA analyses. In addition, the CAP goals are primarily set for 2020 and the Project would be built after 2020. Dudek will provide a CAP consistency analysis for informational purposes only. In addition, Dudek will also provide a qualitative post-2020 analysis that will evaluate whether the Project-generated GHG emissions would impede the attainment of the 2030 and 2050 reduction goals identified in Senate Bill 32 and Executive Order S-3-05, respectively. Because the City has not adopted a numeric post-2020 threshold or provided guidance for demonstrating that a Project will not impede the implementation of the state's post-2020 GHG emissions reduction goals, a qualitative assessment is assumed to be sufficient.

Deliverables

- Electronic copy of the draft and final AQ/GHG Emissions Technical Memorandum to the City and District
- One hard copy of the final AQ/GHG Emissions Technical Memorandum to the City

Assumptions

- The technical memorandum will analyze AQ/GHG emissions impacts for construction only; operation impacts will be analyzed qualitatively.
- The CO hotspot analysis will be qualitative and it is assumed that Project-related traffic would not generate substantial concentrations of criteria air pollutant emissions requiring additional quantitative analysis. Such analysis can be provided under separate scope and budget, if needed.
- A construction health risk assessment can be prepared under a separate scope and budget, if required.
- One round of revisions will be included, based on comments received from the City and District.

Task 3. CEQA Initial Study/Mitigated Negative Declaration

Once the City and District determine the preferred alignment for the Project, Dudek will prepare an IS that is anticipated to result in an MND. Dudek would complete the following tasks to ensure CEQA compliance for the Project.

Administrative Draft IS/MND

Dudek will utilize Appendix G of the CEQA Guidelines as well as City/District guidance to ensure that all necessary information and analysis is included in the IS/MND. Each impact analysis section will include an environmental setting, impact analysis, mitigation measures (if needed), and significance determinations. All impact analyses will include substantiating documentation to support all responses and conclusions, including the inclusion of concise tables and high-quality, full-color figures. All resources utilized in the preparation of the IS/MND and a list of preparers will be provided in respective sections of the document.

Dudek will use data provided by the City/District; data gathered for the technical studies; information from documents provided for the JM Realty project; and information from public sources (i.e., General Plans and Municipal Codes) to establish baseline conditions for each resource section. For the purposes of this analysis, the baseline will be the actual environmental conditions existing at the time of the CEQA analysis. Applicable state, local, and federal regulations and policies will also be identified, if appropriate.

Dudek will compare the environmental baseline conditions with Project implementation to identify any potential environmental impacts associated with the Project. The impact analysis will be both quantitative and qualitative, depending on the methodology used to determine impact significance. Where necessary, Dudek will incorporate feasible mitigation measures to reduce potentially adverse impacts to less than significant. We will submit the Administrative Draft IS/MND to the City/District for review and make any final changes and revisions to the Administrative Draft IS/MND based on comments received from the City/District.

Deliverables

- Electronic copy of Administrative Draft IS/MND to the City and District for review
- Electronic copy of revised Administrative Draft IS/MND to the City and District

Assumptions

- Dudek will respond to one round of comments from the City and District on the Administrative Draft IS/MND with no additional legal review by their legal counsel.
- AB 52 government-to-government consultation will be handled by the City.

Public Review Draft IS/MND

It is our expectation that the revised Administrative Draft IS/MND submittal will satisfactorily address all prior comments and will therefore serve as the version for final City/District approval prior to public review. The subsequent submittal to the City/District will include the Draft IS/MND and technical appendices.

Dudek will prepare the Notice of Intent (NOI) to Adopt the MND and submit to the City/District for review. The NOI will include the Project location, a Project description, public review period dates, the lead agency contact for public comments, and the City website address for NOI recipients to access the public review Draft IS/MND and technical appendices. Dudek will handle production and distribution of the Draft IS/MND for the Client and the City, including coordinating with the City to prepare the distribution list for the IS/MND for all appropriate state and local agencies, Native American tribes, service providers, and other interested parties. Dudek will post the NOI with the Riverside County Clerk and mail a hard copy of the NOI to all contacts included in the distribution list. We will also provide three hard copies of the Draft IS/MND to the City for their use and/or for availability at the Planning Department counter.

Dudek would prepare the Notice of Completion and summary form for the submittal to the State Clearinghouse (SCH). Dudek assumes one electronic round of review by the City/District, with comments provided to Dudek in Microsoft Word track-changes format. Dudek will file the IS/MND, NOI, and required forms with SCH. Our publications specialists will coordinate with the City to set up access to the SCH CEQA Submit Portal, and we will submit SCH posting materials online.

Deliverables

- Electronic copy each of the Draft and Final distribution list to the City and District
- Electronic copy each of the NOI and Public Review Draft IS/MND to the City and District
- Three hard copies of NOI and Public Review Draft IS/MND to the City
- Three USB flash drives containing the Public Review Draft IS/MND and all technical appendices to the City
- If needed, Dudek can also provide USB flash drives to one or more local libraries
- Up to 50 hard copies of the NOI to contacts on the distribution list
- The filing fee, a self-addressed stamped envelope, and two hard copies of the NOI to the County Clerk via FedEx
- Electronic submittal of the Notice of Completion, Summary Form, NOI, Public Review Draft IS/MND, and all technical appendices to the SCH

Assumptions

- The revised Administrative Draft IS/MND will satisfactorily address all prior City and District comments.
- The City will post the Public Review Draft IS/MND and all technical appendices on their website for public access.
- No public meetings for the Draft IS/MND will be required.
- Contacts on the IS/MND distribution list will receive one hard copy of the NOI.
- Newspaper noticing and fees are not included in this scope.

Final MND

The following sections will make up the Final MND, which will be attached to the Draft IS/MND. Dudek assumes one electronic round of review/comments/revisions on the Final MND between the City, District, and Dudek, with comments provided to Dudek in Microsoft Word format.

Responses to Comments (RTCs). Although RTCs on a Draft IS/MND are not required (other than requirements relative to state agencies), Dudek will respond to all comments received during the public review period for the IS/MND. This approach is intended to assist the decision makers by providing them a full understanding of the public's concerns, if any, during approval of the Project. An RTCs chapter would be prepared as part of the Final MND. Dudek assumes no more than 3 letters will be received, with an average of 5 comments each, for a total of 15 substantive discrete comments. The RTCs will only be mailed out directly to state agencies if necessary pursuant to CEQA Guidelines Section 15088, but once the Final MND is complete, Dudek recommends making it available on the City's website for all commenters to review, if needed.

Revisions to the Draft IS/MND. If applicable, a discussion of any revisions made to the Draft IS/MND, based on comments received during the public review period, will be included in the Final MND. Any revisions will be made directly to the Draft IS/MND, with deletions shown in ~~striketrough~~ and insertions shown in double underline so that revisions are easy to distinguish.

Mitigation Monitoring and Reporting Plan (MMRP). Pursuant to CEQA Guidelines Section 15097, mitigation measures will be presented in an MMRP in table format as part of the Final MND. The MMRP will outline all mitigation measures from the IS/MND, including, at a minimum, the implementing agency, enforcement agency, monitoring frequency, and compliance.

Dudek will assist the City with providing notice of the public hearing for the Project and Final MND at least 10 days to any commenting state agency and any member of the public who has requested the document prior to consideration for adoption by the City Council. Once the Project has been approved, Dudek will prepare a Notice of Determination and file it with the Riverside County Clerk within 5 business days, which initiates a 30-day statute of limitations. Dudek will also handle the SCH online submittal.

Deliverables

- Electronic copy of Final MND, including Responses to Comments and MMRP, to the City and District
- Three hard copies of Final MND package to the City
- Three USB drives containing the Final MND package, Draft IS/MND, and all technical appendices to the City

Assumptions

- No more than 3 letters will be received, with an average of 5 comments each, for a total of 15 substantive discrete comments.
- Dudek will respond to one round of comments from the City and District for the Final MND.
- The City will be responsible to providing a check that covers County filing fees as well as review fees required by CDFW. These fees are required at the time the Notice of Determination is filed.

Task 4. Regulatory Permits

The Project would impact waters and streams that are regulated under California's Porter-Cologne Act and the California Fish and Game Code. RWQCB regulates waters of the state under the Porter-Cologne Act. California Fish and Game Code Sections 1600-1616 give CDFW regulatory powers over streams and lakes, as well as vegetation associated with the features. Permits are required from each of the regulatory agencies and typically entail providing mitigation to offset the impacts to the jurisdictional waters and habitats.

We have assumed a report of waste discharge (ROWD) will be required for impacts to waters of the state and an SAA will be required for impacts to jurisdictional streambed. Dudek's approach to permit applications is to prepare a package for each agency and the City with the permit applications and all supporting documentation. This approach provides agency staff with all necessary information at their fingertips and results in more expeditious application review.

As requested in the RFP, Dudek will initiate the regulatory permitting process no later than the 60% completion stage of the plans, and after the CEQA process is nearing completion. Dudek will work with the City to identify appropriate mitigation, prepare the permit application packages, and work with the City/District to negotiate with the agencies to get the final permits.

Mitigation Review

Dudek will conduct a review of available credits within agency approved mitigation banks and in lieu fee programs to determine if credits are available meeting Project requirements. Dudek will provide a summary of options and estimated costs. We have assumed up to 20 hours for this effort.

Waste Discharge Requirement

A written request for an individual ROWD will be submitted to RWQCB. The request generally includes the following items:

- A completed application form
- A detailed project description
- A description of project impacts
- A description of best management practices
- A discussion of the approvals being obtained from other federal, state, and local agencies
- An alternatives analysis in accordance with the 2019 Procedures
- A description of the proposed mitigation for impacts to state waters and wetlands
- The final CEQA document
- The application fee assessed using the Fee Calculator (to be assessed by Dudek and provided by the City)

Streambed Alteration Agreement

Dudek will prepare an SAA notification. The notification generally includes the following items:

- A completed notification form
- A detailed project description
- A description of project impacts
- A discussion of the approvals and certifications being obtained from other federal, state, and local agencies
- A description of the proposed mitigation
- The final CEQA document
- SAA application fee (to be assessed by Dudek and provided by the City)

Agency Coordination

Dudek will coordinate with the resource agencies from application submittal through to receipt of the permits. Dudek will respond to agency requests for additional information, follow up with agencies at regulatory deadlines,

and review draft permits when they are provided to confirm accuracy and/or recommend revisions to conditions as needed. We have assumed up to 32 hours for agency coordination.

Deliverables

- Electronic copy of draft ROWD Application to the City and District
- One hard copy and electronic version of final ROWD Application to the City and District (revised based upon one round of comments)
- Electronic copy of draft Routine SAA Notification to the City and District
- One hard copy and electronic version of Routine SAA Notification to the City and District (revised based on one round of comments)

Assumptions

- Permit applications will cover Project construction and maintenance activities.
- The Project's footprint will be finalized prior to the initiation of the preparation of the application packages.
- The City will provide the Project design, hydrology report, stormwater pollution prevention plan, grading plans and/or final conceptual engineering drawings, construction/grading cross-sections, and any other technical documents to complete the application packages.
- All application fees will be provided by the City/District.
- Electronic submittal of the permit application packages to the agencies.
- Approximately 20 person-hours will be sufficient to develop the mitigation strategy.
- No more than 32 person-hours will be required to respond to agency requests.

Task 5. Project Management and Oversight

Effective collaboration between the City, the District, and Dudek, as well as effective internal communication at Dudek are key elements for the success of this Project. This task includes addressing action items to keep the City/District apprised of Project status throughout the course of the analysis, addressing issues and concerns to keep the Project moving forward to approval, coordination with the City/District, and regular updates to the schedule, as needed. Furthermore, this task includes oversight and quality control of any documentation prepared by Dudek to ensure CEQA compliance and legal defensibility. The project management budget assumes an approximately 10-month schedule. It is assumed that an average of 4 hours per month would be necessary for project management in addition to regular Project status meetings.

Project Status Meetings. Dudek assumes attendance of one Dudek team member at monthly Project status meetings via tele-conference (or video) calls for the duration of the Project.

Public Hearing. Dudek's project manager will attend one public hearing to support adoption of the IS/MND.

Pre-Construction Meeting. The appropriate Dudek specialists (up to four staff members) will attend the pre-construction meeting for the Project to provide input and training, as applicable, for mitigation compliance during construction activities.

Task 6. Contingency

Task 6 is included to cover costs associated with unforeseen work required to complete the Project that is not included in this scope of services. If Dudek determines access to the contingency budget is necessary, we will submit a request in writing to the City, specifying the additional scope of work and cost estimate. Dudek will not charge time to Task 6 unless specific work authorization is approved by the City.

Task 7. Optional Tasks

Based on preliminary review of the Project site and vicinity, additional tasks may be required to adequately analyze potential impacts to biological resources, consistent with existing regulations. In an effort to provide a comprehensive understanding of potential work required to complete the Project, we have included three optional tasks, whose necessity would be determined based on the final design of the Project.

7.1 Wet Season Vernal Pool Listed Fairy Shrimp Surveys

If the Project cannot avoid potential fairy shrimp habitat, Dudek will survey the previously mapped pools that were documented in March 2021 to hold 3 centimeters (1.2 inches) or greater depth of water following 24 hours of rainfall and that remained inundated 7 days later. The survey will be done in accordance with the May 2015 USFWS Survey Guidelines and recovery permit provisions of Section 10(a)(1)(A) of the federal Endangered Species Act (16 USC 1531 et seq.) and its implementing regulations.

As required, a pre-survey notification will be submitted to USFWS for approval no later than 15 days prior to the planned start date of the wet season or dry season survey. This pre-survey notification can be completed for both the wet and dry season survey under a single authorization letter. According to the Survey Guidelines, the site should be visited after substantial rain events (generally 0.2 inches or greater; less in the middle of the wet season) to determine if the feature is inundated and meets the criterion for sampling, which is pooling at least 3 centimeters deep within 24 hours after rain. The vernal pool shall be surveyed/sampled at 7-day intervals after determining initial inundation. Sampling will continue until the vernal pool is observed dry or reaches 120 consecutive days of inundation. Surveys and sampling must be reinitiated within 7 days if the vernal pool dries out and becomes inundated again during the wet season.

The survey will be concluded if listed fairy shrimp species are detected, upon USFWS consent, or after the feature is no longer inundated and the rainy season has ended. Because rainfall quantity and the number of storms within a season cannot be predicted, it is difficult to determine in advance how many survey visits will be required in any rainy season. For purposes of this proposal and cost estimate, we have assumed up to 10 survey visits will cover the post-rain checks and the focused surveys for listed fairy shrimp species. Should more surveys be required, an amendment will be required to cover the additional survey visits. Likewise, should fewer than 10 survey visits be required, costs for the additional surveys not needed would not be billed.

If listed fairy shrimp species are detected, all individuals must be processed according to USFWS and LNHM standards for preservation and archiving of vernal pool crustaceans. The voucher specimens will then be accessioned and relinquished to LNHM. In accordance with the Survey Guidelines, a final survey report must be submitted within 90 days of the last survey visit. A draft report will be provided to the City for review and one round of comments prior to submittal to USFWS.

This task includes preparation of a pre-survey notification letter to USFWS, up to 10 survey visits, a 90-day report, and collection of any voucher specimens should listed fairy shrimp be identified.

Deliverables

- Electronic version of the draft 90-day report for City and District review
- Electronic version of the final 90-day report to the City and District (revised based on one round of comments)
- One hard copy of the final 90-day report to the City

Assumptions

- Up to 10 survey visits may be required.
- One round of revisions will be included, based on comments received from the City and District.

7.2 Dry Season Vernal Pool Listed Fairy Shrimp Surveys

If the Project cannot avoid potential fairy shrimp habitat, Dudek will conduct a dry season survey for listed species within the previously mapped features, as described in Optional Task 7.1. The survey will be done in accordance with the Survey Guidelines and recovery permit provisions of Section 10(a)(1)(A) of the federal Endangered Species Act (16 USC 1531 et seq.) and its implementing regulations.

As required, a pre-survey notification will be submitted to USFWS for approval no later than 15 days prior to the planned start date (see Optional Task 7.1). Dry season sampling will commence after receiving approval to proceed from USFWS. Once approved, all soil samples will be methodically collected by hand and will follow the Survey Guidelines. Based on the number of features and an assumed sample rate of 10 samples per feature, 150 soil/substrate samples will be collected. Immediately after collection, the soil/substrate samples will be stored in appropriate bags, individually labeled, and transferred to a laboratory for processing. Dudek's subconsultant Chuck Black will process and analyze the samples.

In general, processing of the individual soil samples requires hydration using a brine solution and screening of the soil through appropriately sized sieves. After soil sample processing and collection of fairy shrimp cysts, all samples will be examined individually under a dissecting microscope. Fairy shrimp cysts will be counted, identified to genus, separated out, and placed into appropriately labeled containers for storage. Depending on the results of the examination (i.e., number of cysts collected per sample), the cysts may be placed into vessels for culturing, where they will be hatched and reared until individuals have matured to the point that an accurate identification of species can be achieved. According to Section VIII of the USFWS survey guidelines, voucher specimens of listed species shall be prepared according to the repository standards and submitted to either the California Academy of Sciences or LNHM.

Within 90 days of collecting soil/substrate samples, Dudek will prepare a survey report in accordance with the requirements of the Survey Guidelines. A draft report will be provided to the City for review and one round of comments prior to submittal to USFWS.

Deliverables

- Electronic version of the draft 90-day report for City and District review
- Electronic version of the final 90-day report to the City and District (revised based on one round of comments)
- One hard copy of the final 90-day report to the City and District

Assumptions

- Soil/substrate samples will be collected from the 15 previously identified features within the boundary of the Project site. The assumed sample rate is 10 samples per feature, with up to 150 soil/substrate samples collected in total.
- Cysts are assumed to be present in some of the samples. Because cysts can only be identified to *genus*, Dudek assumes that it will be necessary to attempt to grow out recovered cysts to attempt to identify shrimp to species level to determine the presence/absence of each of these species.
- Additional costs associated with submitting voucher specimens, including postage, delivery, and any museum processing and storage fees, are not included in this cost estimate.
- Additionally, this cost estimate assumes that a maximum of 10 survey visits, one biologist per visit, will be required during the wet season surveys and one site visit for the dry season survey.
- One round of revisions will be included, based on comments received from the City and District.

7.3 MSHCP Section 6.1.2 Riparian/Riverine DBESP

If the final design of the Project results in unavoidable impacts to Section 6.1.2 resources, including but not limited to riparian/riverine habitat, a DBESP report must be prepared prior to Project implementation. Dudek will coordinate with the City/District regarding mitigation opportunities for the Project. The proposed mitigation will be reviewed for compliance with the requirements of the MSHCP and recommendations provided if adjustments are needed.

Dudek will prepare a DBESP report summarizing the impacts to and proposed mitigation. In accordance with MSHCP requirements, the following information will be provided in the DBESP report:

- Definition of the Project area
- A written Project description, demonstrating why an avoidance alternative is not possible
- A written description of biological information available for the Project site, including the results of resource mapping
- Quantification of unavoidable impacts to riparian/riverine areas, vernal pools, and/or associated species, including direct and indirect effects
- A written description of Project design features and mitigation measures that reduce indirect effects, such as edge treatments, landscaping, elevation difference, minimization and/or compensation through restoration or enhancement
- A finding demonstrating that although the Project would not avoid impacts, with proposed design and compensation measures, the Project would be biologically equivalent or superior to that which would occur under an avoidance alternative without these measures, based on one or more of the following factors:
 - Effects on Conserved Habitats
 - Effects on the species listed in Section 6.1.2 of the MSHCP
 - Effects on riparian linkages and function of the MSHCP Conservation Area

Deliverables

- Electronic version of the draft DBESP Report for City and District review
- Electronic version of the final DBESP Report to the City and District (revised based on one round of comments)
- One hard copy of the final DBESP Report to the City

Assumptions

- **DBESP Report will be required if unavoidable impacts to Section 6.1.2 resources are identified during the habitat assessment.**
- **One round of revisions will be included, based on comments received from the City and District.**

Exhibit B

Not Used

Exhibit C

Revised Schedule of Compensation

Cost Proposal

The total cost to assist the City with CEQA compliance for the Project (excluding optional tasks) is included in Table 2. The tasks included in this scope have been estimated based on some unknowns and worst-case scenarios as a good-faith effort to minimize the future need for a contract augment. Work completed will be billed on a time-and-materials basis, meaning regardless of the assigned budget, not all funds may be needed to complete the Project.

Table 2. Cost Proposal

Team/Assignee	Senior Specialist IV	Senior Specialist III	Project Director/Environmental Specialist III	Specialist IV	Specialist III	Specialist II	Specialist I	Analyst IV	Analyst III	Analyst II	Analyst I	Technical Office	GIS Specialist III	Public Affairs Specialist III	Quality Control Costs	Total Price
Table Price:	\$430	\$200	\$235	\$180	\$120	\$80	\$50	\$30	\$20	\$15	\$10	\$8	\$5	\$3	\$1,680	\$4,680
Task 1. Project Re-evaluation	8	8		4				4								\$4,680
Task 2. Technical Studies																
2.1. Phase 1 Cultural and Historic Resources Report				16	20			32			104		6	6		\$20,950.00
2.2. Biological Resources Assessment Report and MSHCP Consistency Analysis																\$2,233.33
Biological Field Survey					12			30.5					10			\$7,505
Technical Report			6		19			50					6	8		\$13,890
Borrowing Owl Focused Surveys		2						4	32	32						\$8,410
Focused NEPSSA and CASSA Plant Surveys		4	6	68				20					10	8		\$19,770
2.3. Aquatic Resources Delimitation Report		2	6	20				5	20	9.5			6	6		\$12,315
2.4. Paleontological Resources Assessment								15						1		\$2,650
2.5. AQ/GHG Emissions Technical Memorandum		0.5		40										6		\$8,800
Subtotal Task 2		8	20	144	38	15	130	32	32	104	42	35	23	16		\$94,290
Task 3. CEQA IS/MND	22	30						91					8	9		\$27,075
Task 4. Regulatory Permits			28					72					8			\$18,470
Task 5. Project Management and Oversight	20	51.25			2			2								\$15,450
Task 6. Contingency	10	25	11													\$9,995
Task 7. Optional Tasks																
7.1. Wet Season Vernal Pool Listed Fairy Shrimp Surveys		2			100			6					4	4		\$19,360
7.2. Dry Season Vernal Pool Listed Fairy Shrimp Surveys		2			12			4					2	2		\$3,550
7.3. MSHCP Section 6.1.2 Riparian/Rivine DBESP		4	8	24				24					8	8		\$12,560
Subtotal Task 7		8	8	24	112			34					14	14		\$35,470
Total Hours	60	130.75	67	172	185	20	359.5	41.5	32	104	72	58	49	49		\$68,859
Total	\$13,800	\$28,150	\$16,415	\$30,960	\$28,050	\$1,200	\$46,735	\$4,565	\$2,880	\$8,320	\$10,800	\$8,410	\$5,145	\$205,400	\$14,259	\$319,659

ATTACHMENT 3

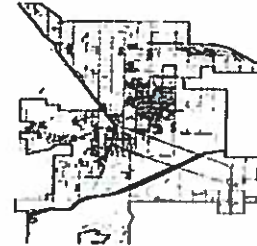
CIP # D016

CITY OF PERRIS
Capital Improvement Program Project Details

Project Number: D016
 Project Title: Line E
 Managing Department: City Engineer



Project Description and/or Justification: Construct an open channel on the North side of Ramona Expressway to alleviate flooding at the Intersection of Ramona.



Original Budget: 7,276,350
 Budget Amendments: -
 Total Project Costs: 16,574
 Available Funds: 7,259,776

Project Dates:
 Begin: FY 18/19
 Completion:

Total Budget Additions (Deletions):

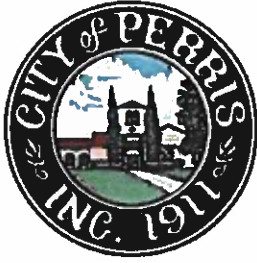
Funding Sources:	Fund	Project to Date Available	Plan 2021/2022	Plan 2022/2023	Plan 2023/2024	Plan 2024/2025	Total
External Contributions	157	3,627,948					\$ 3,627,948
Master Drainage - PVC	160	3,631,828					\$ 3,631,828
							\$ -
							\$ -
Total:		7,259,776	-	-	-	-	\$ 7,259,776

Budget Amendment Notes				
Date	Description / Action	Adopted Budget	Amendment	Amended Budget
2018/19	Adopted Budget Ext. Cont. Flood Control	3,638,175		3,638,175
2018/19	Adopted Budget Master Drainage Perris Valley Channel	3,638,175		3,638,175
				3,638,175
				3,638,175
				3,638,175
	*City will need to match Flood Control amount.			3,638,175
				3,638,175
				3,638,175
				3,638,175
	Total:	\$ 7,276,350	\$ -	\$ 7,276,350

D-16

ATTACHMENT 4

**October 27, 2020 Staff Report for
Contract Services Agreement w/o Attachments**



CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

MEETING DATE: October 27, 2020

SUBJECT: Environmental Services for Perris Valley MDP Line E Stage 5 & 6 Project (CIP # D016)

REQUESTED ACTIONS: Approve the Contract Services Agreement with Dudek, Inc., for the sum of \$134,530; and authorize the City Manager to execute the Agreement

CONTACT: Stuart E. McKibbin, City Engineer

BACKGROUND/DISCUSSION:

The Perris Valley MDP Line E Stages 5 & 6 project would mitigate severe flooding issues within the City. The project runs along the north side of Ramona Expressway between Indian Avenue and Perris valley Channel. With a separate agenda item tonight, the Council considers a cooperative agreement with Riverside County Flood Control & Water Conservation District (District) in which the District commits to a \$4.3 million contribution toward project environmental services, design services and construction.

The City and District cooperated on this agenda item. City staff used the District's On-Call Environmental Firms List to select three firms to solicit requests for proposals. The requests went to Albert A. Webb Associates, Dudek, and LSA Associates, Inc. Two of the three firms provided proposals on August 3, 2020, with LSA Associates, Inc. declining, and after a thorough review by both City and District staff it was determined that Dudek would provide the best service for the project.

Dudek will assist the City Engineer by providing several services including cultural resources technical studies, biological surveys, and assist with CEQA. Dudek has considerable experience with District flood control projects and provide good service. Environmental services are eligible to be funded from the District's \$4.3 million contribution.

The attached agreement is modeled after the contract services agreements previously approved by the City. The agreement is attached in draft form and minor changes to the text and exhibits will likely be required following final review of the consultant and City Engineer's office. If the City Council approves the agreement, the City Attorney's office will incorporate any minor changes and finalize the agreement for execution. If any substantive changes are required, the agreement will be brought back to City Council for further consideration.

Staff recommends the Council approve the Contract Services Agreement with Dudek, Inc. in the amount of \$134,500.00 and authorize the City Manager to execute the agreement.

BUDGET (or FISCAL) IMPACT:

The amount required for environmental work will be \$134,500. Adequate funding is budgeted in D016 and will also be offset by the future cost share agreement between Riverside County Flood control and Water Conservation District and the City of Perris.

Prepared by: **Cassandra Sanchez, Assistant Principal Engineer**

REVIEWED BY:

City Attorney _____ Assistant City Manager _____ Finance Director _____

Attachment:

1. Vicinity Map
2. Draft Contract Services Agreement
3. CIP # D016

Consent: **Yes**

Public Hearing:

Business Item:

Presentation:

Other:



11.A.

CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

MEETING DATE: February 22, 2022

SUBJECT: Annexation No. 46 (APN: 302-060-011, 302-060-026, and 302-060-030) of parcels into CFD 2001-3 (North Perris Public Safety District)

Project: DPR 18-00011- Industrial Building

Owner(s): Duke Realty Limited Partnership

REQUESTED ACTION:

- 1.) Open a Public Hearing on Annexation No. 46 to CFD 2001-3 and Determine if there are any Protests to the Annexation.
- 2.) Adopt a Resolution of the City Council of the City of Perris, acting as the Legislative Body, of Community Facilities District No. 2001-3 (North Perris Public Safety) of the City of Perris, calling a Special Election, to submit to Qualified Electors, within Proposed Annexation No. 46 the question of annexing such territory and levying of a Special Tax within the area of Proposed Annexation No. 46.
- 3.) Conduct the Special Election relating to Annexation No. 46.
- 4.) Adopt a Resolution of the City Council of the City of Perris, acting as the Legislative Body of the Community Facilities Districts No. 2001-3 (North Perris Public Safety) of the City of Perris, Declaring the results of the Special Election relating to Annexation No. 46, and Ordering the Annexation of such territory, and directing the Recording of a Notice of Special Tax Lien.

CONTACT: Ernie Reyna, Deputy City Manager *ER*

BACKGROUND/DISCUSSION:

Annexation 46 is a construction of a 148,297 SF industrial, distribution building on a 6.31-acre lot in a Light Industrial (LI) zone within the Perris Valley Commerce Center Specific Plan (PVCCP) located at the southeast corner of Perry Street and Barrett Avenue. (See attached Boundary Map).

At its meeting on January 11, 2022, the City Council of the City of Perris (the "City Council"), acting as Legislative Body of Community Facilities District No. 2001-3 (North Perris Public Safety) (the "District"), adopted Resolution No. 5904 ("Resolution of Intention"), declaring its intention to Annex Certain Territory to the District and setting the date of the public hearing to February 22, 2022 as the date for conducting the hearing in connection with the annexation of territory to the District. These actions were taken, as required by law, pursuant to a petition submitted to the property owner of the territory proposed for annexation to the District. The Owner, pursuant to the petition submitted concurrently with the Resolution of Intention, submitted a waiver concurrently herewith, waiving certain time periods and noticing requirements required by the Mello-Roos Community Facilities Act of 1982 ("the Act") and the Elections Code of the State of California. The holding of the Public Hearing and adopting of the resolutions submitted with this report and the conduct of this election will complete the annexation of territory to the District. The property owner has waived notice and the time period for conducting the election pursuant to the Act. The Clerk has not received any written protests prior to the hearing.

BUDGET (or FISCAL) IMPACT: The property owner has forwarded a deposit to initiate the annexation process and the City may recoup all costs through the levy of the special tax.

Prepared by: Daniel Louie, Willdan Financial Services

REVIEWED BY:

City Attorney _____
Assistant City Manager _____
Deputy City Manager _____

Attachments:

1. Boundary Map
2. Resolution calling for special election
3. Resolution declaring results of election

Consent:

Public Hearing: X

Business Item:

Presentation:

Other:

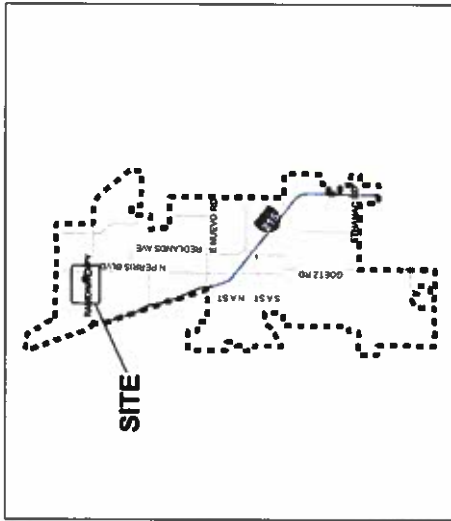
ATTACHMENT 1

BOUNDARY MAP

ANNEXATION MAP NO. 46 TO COMMUNITY FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC SAFETY)

CITY OF PERRIS
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

VICINITY MAP



MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	302-060-011
2	302-060-026
3	302-060-030

FILED IN THE OFFICE OF THE CITY CLERK THIS _____ DAY OF _____, 20__.

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF ANNEXATION NO. 46, TO COMMUNITY FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC SAFETY), CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF PERRIS AT A REGULAR MEETING THEREOF HELD ON THE _____ DAY OF _____, 20__ BY ITS RESOLUTION NO. _____.

CITY CLERK
CITY OF PERRIS

FILED THIS _____ DAY OF _____, 20__ AT THE HOUR OF _____ O'CLOCK _____ IN BOOK _____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE(S) _____ IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

PETER ALDANA, ASSESSOR-COUNTY CLERK-RECORDER

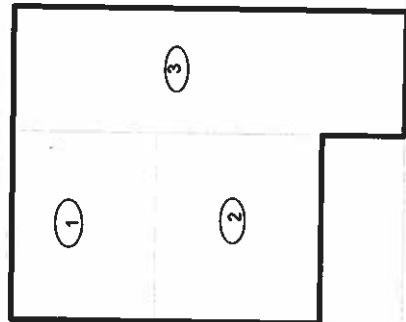
BY DEPUTY
COUNTY RECORDER
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

PERRY ST

W PERRY ST

N PERRIS BLVD

BARRETT AVE



REFERENCE IS MADE TO THAT BOUNDARY MAP OF COMMUNITY FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC SAFETY) OF THE CITY OF PERRIS RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON DECEMBER 18, 2001 IN BOOK 59 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, PAGE 48.

THE LINES AND DIMENSIONS OF EACH LOT OR PARCEL SHOWN ON THIS DIAGRAM SHALL BE THOSE LINES AND DIMENSIONS AS SHOWN ON THE RIVERSIDE COUNTY ASSESSORS MAPS FOR THOSE PARCELS LISTED.

THE RIVERSIDE COUNTY ASSESSOR'S MAPS SHALL GOVERN FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS OR PARCELS.

Legend

- MAP REFERENCE NUMBER
- CITY OF PERRIS BOUNDARY



27388 VIA INDUSTRIA, SUITE #200
TEMECULA, CA 92590
(951) 587-3500



ATTACHMENT 2

**RESOLUTION CALLING FOR SPECIAL
ELECTION**

RESOLUTION NO. XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC SAFETY) OF THE CITY OF PERRIS, CALLING A SPECIAL ELECTION TO SUBMIT TO THE QUALIFIED ELECTORS WITHIN PROPOSED ANNEXATION NO. 46 THE QUESTION OF ANNEXING SUCH TERRITORY AND LEVYING OF A SPECIAL TAX WITHIN THE AREA OF PROPOSED ANNEXATION NO. 46

WHEREAS, the City Council (the “Council”) of the City of Perris, California (the “City”), acting in its capacity as the legislative body (the “Legislative Body”) of the Community Facilities District No. 2001-3 (North Perris Public Safety) of the City of Perris (the “District”), on January 11, 2022, has heretofore adopted its Resolution No. 5904 (the “Resolution of Intention”) stating its intention to annex certain territory (the “Property”) as described therein to the District pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, (the “Act”) being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California, and specifically Article 3.5 thereof, and calling a public hearing on the question of the proposed annexation of the Property to the District, including the levying of a special tax on the Property and all other matters as set forth in the Resolution of Intention; and

WHEREAS, a copy of the Resolution of Intention, incorporating a description and map of the proposed boundaries of the territory proposed for annexation to the District, stating the public services to be provided in and for the Property and a plan setting forth sharing of such services provided in common with the existing District, and specifying the special taxes to be levied within the Property and any alteration in the Rate and Method of Apportionment (as defined therein and incorporated herein by this reference) is on file with the City Clerk of the City; and

WHEREAS, the Resolution of Intention set February 22, 2022 as the date of the public hearing and to consider the question of the proposed annexation of the Property to the District, including the levying of a special tax on the Property and all other matters set forth in the Resolution of Intention and this Council held said public hearing as required by law; and

WHEREAS, notice of the public hearing was duly given as required by Section 53339.4 of the Act or has been duly waived by the property owner; and

WHEREAS, the public hearing was held on February 22, 2022; and

WHEREAS, at said hearing all persons not exempt from the special tax desiring to be heard on all matters pertaining to the annexation of the Property to the District, the levy of the special

tax on the Property, and all other matters as set forth in the Resolution of Intention were heard and a full and fair hearing was held; and

WHEREAS, at the public hearing evidence was presented to the Legislative Body on the matters before it, and the Legislative Body at the conclusion of the hearing is fully advised as to all matters relating to the proposed annexation of the Property to the District, including the levy of the special tax on the Property; and

WHEREAS, it has now been determined that written protests have not been received by registered voters and/or property owners representing more than one-half (1/2) of the area of land proposed to be annexed to the District or within the original District; and

WHEREAS, there were not at least twelve (12) registered voters residing within the territory proposed to be annexed to the District during each of the ninety (90) days preceding the closing of the February 22, 2022 public hearing; and

WHEREAS, on the basis of the foregoing, the Legislative Body has determined at this time to proceed with the annexation of the Property to the District, and to call an election therein to authorize such annexation, including the levy of the special tax therein (as such tax is more particularly described in the Resolution of Intention) to pay for the public services proposed to be financed by the District;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Perris, acting in its capacity as the Legislative Body of Community Facilities District No. 2001-3 (North Perris Public Safety) of the City of Perris, California, as follows:

Section 1. That the above recitals are all true and correct.

Section 2. Written protests against the annexation of the Property to the District, or against the furnishing of specified services or the levying of a specified special tax within the District, have not been filed by fifty percent (50%) or more of the registered voters, or six (6) registered voters, whichever is greater, residing within the boundaries of the proposed annexation, nor by owners representing one-half (1/2) or more of the area of land proposed to be annexed to the District. All protests and objections, if any, are hereby overruled.

Section 3. The Legislative Body does declare the annexation of the Property to the existing District, to be known and designated as "Community Facilities District No. 2001-3 (North Perris Public Safety) of the City of Perris, Annexation No. 46." The Legislative Body hereby finds and determines that all prior proceedings taken with respect to the annexation of the Property to the District were valid and in conformity with the requirements of law, including the Act. This finding is made in accordance with the provisions of Section 53325.1 of the Act.

Section 4. The boundaries and parcels of land to be annexed and in which the public services are to be provided and on which the special taxes will be levied in order to pay the costs and expenses for said public services are generally described as all that territory proposed to be annexed to the existing District as said property is shown on a map as previously approved by the

Legislative Body, said map designated “Annexation Map No. 46 to Community Facilities District No. 2001-3, (North Perris Public Safety),” a copy of which is on file in the office of the City Clerk and shall remain open for public inspection. The map of the proposed boundaries of Annexation No. 46 to the District has been recorded in the Office of the County Recorder of Riverside County, California in Book 88, Page 19 of the Book of Maps of Assessments and Community Facilities Districts (Document Number 2022-0028159).

Section 5. The Council finds that the Services, generally described as fire protection and suppression services, and ambulance and paramedic services including all furnishings, equipment and supplies related thereto; police protection services, including but not limited to criminal justice services, including all furnishings, equipment and supplies related thereto, as set forth in Exhibit “B” hereto are necessary to meet the increased demand put upon the City as a result of the development within Annexation No. 46.

Section 6. Except where funds are otherwise available, a special tax is hereby authorized, subject to the approval of the landowners as the eligible electors of the District, to levy annually in accordance with procedures contained in the Act, a special tax within the District, secured by recordation of a continuing lien against all nonexempt real property in the District, sufficient to pay for the Services and Incidental Expenses. The rate and method of apportionment and manner of collection of the special tax within the District is described in detail in Exhibit “A” attached hereto and incorporated herein by this reference. Exhibit “A” allows each landowner within the District to estimate the maximum amount that may be levied against each parcel.

Section 7. The Rate and Method of Apportionment of the special tax is based on the expected demand that each parcel of real property within the District will place on the Services, on the cost of making the Services available to each parcel within the Property, and on other factors. The Council hereby determines the rate and method of apportionment of the special tax set forth in Exhibit “A” to be reasonable. The special tax is apportioned to each parcel on the foregoing basis pursuant to Section 53325.3 of the Act and such special tax is not based upon the value or ownership of real property. In the event that a portion of the property within Community Facilities District No. 2001-3 shall become for any reason exempt, wholly or partially, from the levy of the special tax specified on Exhibit “A,” the Council shall, on behalf of Community Facilities District No. 2001-3, cause the levy to be increased, subject to the limitation of the maximum special tax for a parcel as set forth in Exhibit “A,” to the extent necessary upon the remaining property within the District which is not delinquent or exempt in order to yield the special tax revenues required for the purposes described herein. The obligation to pay special taxes may be prepaid as set forth in Exhibit “A.” Upon recordation of a notice of special tax lien pursuant to Streets and Highways Code Section 3114.5, continuing lien to secure each levy of the special tax will attach to all nonexempt parcels within the Property and the lien shall continue in force and effect until the special tax obligation is permanently satisfied and the lien canceled in accordance with the law or until collection of the special tax by the Legislative Body ceases.

Section 8. Pursuant to Section 53325.7 and 53326 of the Act, a special election is hereby called on behalf of the District on the proposition of levying the special tax on the territory within Annexation No. 46 to the District and establishing an appropriation limit therein. The proposition relating to the District authorizing the levy of the special tax on the Property and

establishing an appropriations limit shall be substantially in the form attached hereto as Exhibit "C."

Section 9. The special election for the District on the proposition of authorizing the levy of the special tax on the Property and establishing an appropriations limit shall be held on February 22, 2022.

Section 10. It is hereby found that there were not at least twelve (12) registered voters that resided within the territory of the proposed Annexation No. 46 during each of the ninety (90) days preceding the closing of the February 22, 2022 public hearing regarding the levy of the special tax on the territory within Annexation No. 46 and establishing an appropriations limit therein and, pursuant to Section 53326 of the Act, the ballots for the special election shall be distributed by personal service, or by mail, with return postage prepaid, by the Election Official, to the landowners of record within the District as of the close of the public hearing. Each landowner shall have one (1) vote for each acre or portion thereof that he or she owns within the District, as provided in Section 53326 of the Act and may return the ballot by mail or in person to the Election Official not later than 6:30 p.m. on February 22, 2022, or 6:30 p.m. on another election day mutually agreed to by the Election Official and the landowners. In accordance with Section 53326(d) of the Act, the election shall be closed and the results certified by the Election Official as soon as all qualified electors have voted.

Section 11. If two-thirds (2/3) of the votes cast upon the question of levying such special tax and establishing such appropriations limit are cast in favor of levying such special tax within the District as determined by the Legislative Body after the canvass of the returns of such election, the Legislative Body may levy such special tax within the District under the Act in the amount and for the purposes as specified in this Resolution. Such special tax may be levied only at the rate and may be apportioned only in the manner specified in this Resolution, subject to the Act, except that the special tax may be levied at a rate lower than that specified herein and the maximum annual tax rate may be lowered. Such special tax may be levied so long as it is needed to pay for the financing of the services.

Section 12. If special taxes of the District are levied against any parcel used for private residential purposes, (i) the maximum special tax rate shall not be increased over time except that it may be increased by an amount not to exceed two percent (2.00%) per year to the extent permitted in the rate and method of apportionment; (ii) such tax shall be levied in perpetuity, as further described in Exhibit "A" hereto; and (iii) under no circumstances will such special tax be increased more than ten percent (10%) as a consequence of delinquency or default by the owner of any other parcels within the District by more than ten percent.

Section 13. In the event that a portion of the property in the District shall become for any reason exempt, wholly or partially, from the levy of the special tax specified in Exhibit "A" the Council shall, on behalf of the District, increase the levy to the extent necessary upon the remaining property within the District which is not delinquent or exempt in order to yield the required payments, subject to the maximum tax.

Section 14. The Council finds that there is not an ad valorem property tax currently being levied on property within the proposed District for the exclusive purpose of financing the provision of the same services to the territory of the District as provided by the Services.

Section 15. An appropriations limit for the District is hereby established as an amount equal to all the proceeds of the special tax collected annually and as defined by Article XIII B of the California Constitution, as adjusted for changes in the cost of living and changes in population.

Section 16. The Elections Official shall cause to be published once in a newspaper of general circulation the text of Proposition A, along with a description of the election proceedings. The publication shall also state that only the qualified electors in the District may vote on the proposition and that the canvass of the election will take place in the office of the City Clerk following the close of the election. Pursuant to the petition and request, the publication of such notice has been waived by the property owner.

Section 17. The question of levying a special tax and establishing an appropriations limit shall constitute a single election pursuant to Sections 53325.7, 53326 and 53353 of the Act for the purpose of holding said election. Following the close of the election, the election shall be canvassed at the office of the City Clerk, 101 North "D" Street, Perris, California 92570.

Section 18. The Office of the City Manager, 101 North "D" Street, Perris, California 92570, (951) 943-6100, or its designee, is designated to be responsible for preparing annually a current roll of special tax levy obligations by assessor's parcel number and for estimating future special tax levies pursuant to Section 53340.2 of the Government Code.

Section 19. Pursuant to and in compliance with the provisions of Government Code Section 50075.1, the Legislative Body hereby establishes the following accountability measures pertaining to the levy by the District of the Special Tax described in Section 6 above:

- A. Such Special Tax with respect to the District shall be levied for the specific purposes set forth in and Section 5 hereof and Proposition A referred to herein.
- B. The proceeds of the levy of such Special Tax shall be applied only to the specific purposes set forth in Section 5 hereof and Proposition A referred to herein.
- C. The District shall establish an account or accounts into which the proceeds of such Special Tax shall be deposited.
- D. The City Manager or Finance Director, or his or her designee, acting for and on behalf of the District, shall annually file a report with the City Council as required pursuant to Government Code Section 50075.3.

Section 20. The City Clerk is directed to certify and attest to this Resolution, and to take any and all necessary acts to call, hold, canvass and certify an election or elections on the levy of the special tax, and the establishment of the appropriation limit.

Section 21. This Resolution shall take effect immediately upon its adoption.

ADOPTED, SIGNED and **APPROVED** this 22nd day of February 2022.

Mayor, Michael M. Vargas

ATTEST:

City Clerk, Nancy Salazar

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

I, NANCY SALAZAR, CITY CLERK OF THE CITY OF PERRIS, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Resolution Number XXXX was duly and regularly adopted by the City Council of the City of Perris at a regular meeting held the 22nd day of February 2022, by the following called vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

City Clerk, Nancy Salazar

Exhibit A – Special Tax Rate and Method of Apportionment

Exhibit B – Types of Services to be Financed

Exhibit C – Official Ballot

Exhibit A

**CITY OF PERRIS
COMMUNITY FACILITIES DISTRICT NO. 2001-3
NORTH PERRIS PUBLIC SAFETY**

SPECIAL TAX RATE AND METHOD OF APPORTIONMENT

A. BASIS OF SPECIAL TAX LEVY

A Special Tax shall be levied on all Taxable Property in Community Facilities District No. 2001-3 ("District"), North Perris Public Safety of the City of Perris and collected each fiscal year commencing in Fiscal Year 2005/06 in an amount determined by the Council through the application of this Rate and Method of Apportionment of the Special Tax. All of the real property in CFD No. 2001-3 unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent and in the manner herein provided.

B. DEFINITIONS

Act means the Mello-Roos Community Facilities Act of 1982, as amended, Sections 53311 and following of the California Government Code.

Administrative Expenses means the costs incurred by the City to determine, levy and collect the Special Taxes, including salaries of City employees and the fees of consultants and the costs of collecting installments of the Special Taxes upon the general tax rolls; preparation of required reports, and any other costs required to administer CFD No. 2001-3 as determined by the Finance Director.

Annual Cost(s) means for each fiscal year, the total of 1) the estimated cost of services provided through the Police & Fire Protection Program adopted by the City; 2) Administrative Expenses, and 3) any amounts needed to cure actual or projected delinquencies in Special Taxes for the current or previous fiscal year.

Annual Tax Escalation Factor means an increase in the Maximum Special Tax Rate each year following the Base Year in an amount not to exceed 2.00% annually.

Base Year means Fiscal Year ending June 30, 2006.

CFD No. 2001-3 means the Community Facilities District No. 2001-3 (North Perris Public Safety) of the City of Perris.

City means the City of Perris, California.

Council means the City Council of the City of Perris as the legislative body for CFD No. 2001-3 under the Act.

RESOLUTION NUMBER XXXX

County means the County of Riverside, California.

Developed Parcel means for each fiscal year, each Parcel for which a building permit for new construction or renovations was issued prior to March 1 of the previous fiscal year.

District means the Community Facilities District No. 2001-3, (“CFD 2001-3), North Perris Public Safety of the City of Perris.

Exempt Parcel means any Parcel that is not a Residential Parcel or a Non-Residential Parcel. Exempt Parcels are exempt from the levy of Special Taxes.

Finance Director means the Finance Director for the City of Perris or his or her designee.

Fiscal Year means the period starting July 1 and ending the following June 30.

Maximum Special Tax means the greatest amount of Special Tax that can be levied against a Parcel in a given fiscal year calculated by multiplying the Maximum Annual Special Tax Rate by the relevant acres or units of the Parcel.

Maximum Special Tax Rate means the amount determined pursuant to Section D below, which will be used in calculating the Maximum Special Tax for a Parcel based on its land use classification. Each fiscal year following the Base Year, the Maximum Special Tax Rate shall be increased in accordance with the Annual Tax Escalation Factor and otherwise adjusted as provided in this Special Tax Rate and Method of Apportionment.

Maximum Special Tax Revenue means the greatest amount of revenue that can be collected in total from a group of Parcels by levying the Maximum Special Tax.

Multi-Family Unit means each multi-family attached residential unit located on a Developed Parcel.

Non-Residential Acres means the acreage of a Non-Residential Parcel. The acreage assigned to such a Parcel shall be that shown on the County assessor’s parcel map.

Non-Residential Parcel means a Developed Parcel for which a building permit(s) was issued for private non-residential use. Non-Residential Parcels do not include Parcels that are intended to be, (1) publicly owned or owned by a regulated public utility, or (2) assigned minimal value or is normally exempt from the levy of general *ad valorem* property taxes under California law, including homeowners association property, public utility, public streets; schools; parks; and public drainage ways, public landscaping, greenbelts, and public open space.

Parcel means a lot or parcel shown on an assessor’s parcel map with an assigned assessor’s parcel number located in CFD No. 2001-3 based on the last equalized tax rolls of the County.

RESOLUTION NUMBER XXXX

Police & Fire Protection Program means a program adopted by the Council pursuant to Section 53313 of the Act for the provision, in a defined area of benefit, of police and fire protection services that are in addition to those services that would be provided to the area of CFD No. 2001-3 if CFD No. 2001-3 were not in existence.

Residential Parcel means a Developed Parcel for which a building permit(s) was issued for residential use.

Single-Family Unit means a Developed Parcel used for single-family detached residential development.

Special Tax(es) means any tax levy under the Act in CFD No. 2001-3.

Taxable Property means every Residential Parcel and Non-Residential Parcel.

Zone A means property designated as Zone A.

C. DURATION OF THE SPECIAL TAX

Duration of Special Tax for Taxable Property in CFD No. 2001-3 shall remain subject to the Special Tax in perpetuity.

D. ASSIGNMENT OF MAXIMUM SPECIAL TAXES

1. Classification of Parcels

Each fiscal year, using the Definitions above, each Parcel of Taxable Property is to be classified as either a Residential Parcel or Non-Residential Parcel. Each Residential Parcel is to be further classified as either a Single-Family Unit or as the number of Multi-Family Units located on such Parcel.

2. Maximum Special Tax Rates

TABLE 1
Maximum Special Tax Rate for Developed Property in
Community Facilities District No. 2001-3
Fiscal Year 2005/06

Tax Status	Base Year Maximum Special Tax Rate	Tax Levy Basis
Single Family Residential Unit	\$265.30	Per Unit
Multi-Family Residential Unit	\$53.06	Per Unit
Non-Residential Parcel	\$1,061.21	Per Acre

Each Fiscal Year following the Base Year of FY 2005/06, the Maximum Special Tax Rates shall be increase in accordance with the Annual Tax Escalation Factor.

RESOLUTION NUMBER XXXX

E. SETTING THE ANNUAL SPECIAL TAX LEVY

The Special Tax levy for each Parcel of Taxable Property will be established annually as follows:

1. Compute the Annual Costs using the definitions in Section B.
2. Calculate the available special tax revenues by taxing each Parcel of Taxable Property at 100.00% of its Maximum Special Tax. If revenues are greater than the Annual Costs, reduce the tax proportionately against all Parcels until the tax levy is set at an amount sufficient to cover Annual Costs.
3. Levy on each Parcel of Taxable Property the amount calculated above. No Special Tax shall be levied on Exempt Parcels.

The City shall make every effort to correctly assign the number of taxable units and calculate the Special Tax for each Parcel. It shall be the burden of the taxpayer to correct any errors in the determination of the Parcels subject to the tax and their Special Tax assignments.

F. ADMINISTRATIVE CHANGES AND APPEALS

The Finance Director or designee has the authority to make necessary administrative adjustments to the Special Tax Rate and Method of Apportionment in order to remedy any portions of the Special Tax formula that require clarification.

Any taxpayer who feels that the amount of the Special Tax assigned to a Parcel is in error may file a notice with the Finance Director appealing the levy of the Special Tax. The Finance Director will then promptly review the appeal, and if necessary, meet with the applicant. If the Finance Director verifies that the tax should be modified or changed, a recommendation at that time will be made to the Council and, as appropriate, the Special Tax levy shall be corrected and, if applicable in any case, a refund shall be granted.

Interpretations may be made by Resolution of the Council for purposes of clarifying any vagueness or ambiguity as it relates to the Special Tax rate, the method of apportionment, the classification of properties, or any definition applicable to CFD No. 2001-3.

G. MANNER OF COLLECTION

The Special Tax will be collected in the same manner and at the same time as *ad valorem* property taxes; provided; however, the City or its designee may directly bill the Special Tax and may collect the Special Tax at a different time, such as on a monthly or other periodic basis, or in a different manner, if necessary to meet its financial obligation.

Exhibit B

**COMMUNITY FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC
SAFETY)
OF THE CITY OF PERRIS, ANNEXATION NO. 46**

TYPES OF SERVICES TO BE FINANCED

Fire protection and suppression services, and ambulance and paramedic services including all furnishings, equipment and supplies related thereto; police protection services, including but not limited to criminal justice services, including all furnishings, equipment and supplies related thereto.

Exhibit C
OFFICIAL BALLOT
TO BE OPENED ONLY BY THE CANVASSING BOARD
COMMUNITY FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC SAFETY)
OF THE CITY OF PERRIS, ANNEXATION NO. 46
SPECIAL TAX AND APPROPRIATIONS LIMIT ELECTION

February 22, 2022

To vote, mark a cross (+) or (X) in the voting square after the word "YES" or after the word "NO." The voter should then sign the ballot. All distinguishing marks otherwise made are forbidden and will void the ballot.

This ballot is provided to **DUKE REALTY LIMITED PARTNERSHIP**, as owner or authorized representative of such sole owner of 6.31 acres of the land within Community Facilities District No. 2001-3 (North Perris Public Safety) of the City of Perris, Annexation No. 46 (the "Property") and represents 7 of the votes required for annexation.

If you wrongly mark, tear, or deface this ballot, return it to the City Clerk of the City of Perris at 101 North "D" Street, Perris, California 92570 and obtain another.

<p>PROPOSITION A: Shall the Property be annexed and shall a Special Tax be levied within Community Facilities District No. 2001-3 (North Perris Public Safety) of the City of Perris, Annexation No. 46 to pay for the provision of fire protection and suppression services, and ambulance and paramedic services including all furnishings, equipment and supplies related thereto; and police protection services, including but not limited to criminal justice services, including all furnishings, equipment and supplies related thereto, as authorized in the Resolution calling election adopted on February 22, 2022 and the Resolution of Intention referred to therein; and shall an appropriations limit be established for Community Facilities District No. 2001-3 (North Perris Public Safety) of the City of Perris, Annexation No. 46 pursuant to Article XIII B of the California Constitution, said appropriations limit to be equal to the amount of all proceeds of the special tax collected annually, as adjusted for changes in the cost of living and changes in population, where said Maximum Special Tax Rate for Fiscal Year 2021-2022 is \$364.20 per Single-Family Residential Unit, \$72.84 per Multi-Family Residential Unit and \$1,456.81 per acre for Non-residential Parcels and is subject to an Annual Tax Escalation Factor not to exceed 2.00% annually?</p>	<p>YES <input style="width: 40px; height: 20px;" type="checkbox"/></p> <p>NO <input style="width: 40px; height: 20px;" type="checkbox"/></p>
---	--

Number of votes: 7

Property Owner: **DUKE REALTY LIMITED PARTNERSHIP**

By: _____

ATTACHMENT 3

**RESOLUTION DECLARING RESULTS OF
ELECTION**

RESOLUTION NO. XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC SAFETY) OF THE CITY OF PERRIS, DECLARING THE RESULTS OF A SPECIAL ELECTION RELATING TO ANNEXATION NO. 46 AND ORDERING THE ANNEXATION OF SUCH TERRITORY, THE LEVYING OF A SPECIAL TAX WITHIN THE AREA OF ANNEXATION NO. 46 AND DIRECTING THE RECORDING OF A NOTICE OF SPECIAL TAX LIEN

The City Council (the "Council") of the City of Perris, California (the "City"), acting in its capacity as the legislative body (the "Legislative Body") of the Community Facilities District No. 2001-3 (North Perris Public Safety) of the City of Perris (the "District"), does hereby resolve as follows:

WHEREAS, the Legislative Body called and duly held an election in the District pursuant to Resolution No. XXXX adopted on February 22, 2022 for the purpose of presenting to the qualified electors within the certain territory proposed to be annexed to the District known and designated as "Annexation No. 46" (the "Property"), a proposition for the levy of a special tax and the establishment of an appropriations limit ("Proposition A") in accordance with the method set forth in Exhibit "A" to Resolution No. 5904 adopted on January 11, 2022 (the "Resolution of Intention"); and

WHEREAS, the landowners of record within the Property as of the close of the public hearing held on February 22, 2022 unanimously consented to a waiver of the time limits for setting the election and a waiver of any written analysis, arguments or rebuttals as set forth in California Government Code sections 53326 and 53327. Such waivers are set forth in written certificates executed by the landowners which are on file with the City Clerk as election official (the "Election Official") concurring therein; and

WHEREAS, pursuant to the terms of the Resolution Calling Election and the provisions of the Mello-Roos Community Facilities Act of 1982 (the "Act"), the special election was held on February 22, 2022; and

WHEREAS, there has been presented to this Legislative Body a Certificate of the Election Official as to the Results of the Canvass of the Election Returns (the "Certificate of the Election Official"), a copy of which is attached hereto as Exhibit "A;"

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Perris, acting in its capacity as the Legislative Body of Community Facilities District No. 2001-3 (North Perris Public Safety) of the City of Perris, California, as follows:

Section 1. That the above recitals are all true and correct.

Section 2. The canvass of the votes cast in the Property to be annexed to the District at the special election held on February 22, 2022, as shown in the Certificate of the Election Official, is hereby approved and confirmed.

Section 3. Proposition A presented to the qualified electors of the Property for receipt by the Election Official on February 22, 2022, has received a unanimous vote of the qualified electors voting at said election, and Proposition A has carried. The Legislative Body is hereby authorized to take the necessary steps to levy the special tax authorized by Proposition A on the Property.

Section 4. The City Clerk is hereby directed to enter the title of this Resolution on the minutes of the Legislative Body and to indicate the official declaration of the result of such special election.

Section 5. The Legislative Body hereby determines that the Property is added to and part of the existing District with full legal effect, and hereby authorizes the levy of a special tax at the Rate and Method of Apportionment set forth in Exhibit A to the Resolution of Intention. The whole of the territory within the Property shall be subject to the special tax consistent with the provisions of the Act.

Section 6. Pursuant to and in compliance with the provisions of Government Code Section 50075.1, the Legislative Body hereby establishes the following accountability measures pertaining to the levy by the District of the Special Tax described in Section 3 above:

- A. Such Special Tax with respect to the District shall be levied for the specific purposes set forth in Proposition A and Section 3 hereof.
- B. The proceeds of the levy of such Special Tax with respect to each Improvement Area shall be applied only to the specific purposes set forth in Section 3 hereof and Proposition A referred to therein.
- C. The District shall establish an account or accounts into which the proceeds of such Special Tax with respect to each Improvement Area shall be deposited.
- D. The City Manager, Assistant City Manager and Finance Director, or his or her designee, acting for and on behalf of the District, shall annually file a report with the City Council as required pursuant to Government Code Section 50075.3.

Section 7. The City Clerk is hereby directed to execute and cause to be recorded in the office of the County Recorder of the County of Riverside a notice of special tax lien in the form required by the Act, said recording to occur no later than fifteen days following adoption by the City Council of this Resolution.

Section 8. This Resolution shall take effect immediately upon its adoption.

Section 9. The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original resolutions.

ADOPTED, SIGNED and **APPROVED** this 22nd day of February 2022.

Mayor, Michael M. Vargas

ATTEST: _____
City Clerk, Nancy Salazar

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

I, NANCY SALAZAR, CITY CLERK OF THE CITY OF PERRIS, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Resolution Number XXXX was duly and regularly adopted by the City Council of the City of Perris at a regular meeting held the 22nd day of February 2022, by the following called vote:

AYES: _____
NOES: _____
ABSENT: _____
ABSTAIN: _____

City Clerk, Nancy Salazar

Exhibit A

**COMMUNITY FACILITIES DISTRICT NO. 2001-3
(NORTH PERRIS PUBLIC SAFETY)
OF THE CITY OF PERRIS, ANNEXATION NO. 46**

**CERTIFICATE OF THE ELECTION OFFICIAL
AS TO THE RESULTS OF THE CANVASS OF THE ELECTION RETURNS**

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

I, NANCY SALAZAR, City Clerk in my capacity as Elections Official in the City of Perris, California, in its capacity as the legislative body of the Community Facilities District No. 2001-3 (North Perris Public Safety) of the City of Perris, DO HEREBY CERTIFY, that pursuant to the provisions of Section 53325.4 of the Government Code and Division 15, commencing with Section 15000 of the Elections Code of the State of California, I did canvass the return of the votes cast at the Special Tax Election on February 22, 2022, held in

COMMUNITY FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC SAFETY)
OF THE CITY OF PERRIS, ANNEXATION NO. 46

I FURTHER CERTIFY that the Statement of All Votes Cast, to which this certificate is attached, shows the total number of ballots case within the Property to be annexed to the District for the Proposition, and the totals of the respective columns and the totals as shown for the Proposition are full, true and correct.

WITNESS my hand and Official Seal this 22nd day of February 2022.

CITY OF PERRIS, CALIFORNIA, acting as the
LEGISLATIVE BODY OF THE COMMUNITY
FACILITIES DISTRICT NO. 2001-3 (NORTH
PERRIS PUBLIC SAFETY) OF THE CITY OF
PERRIS

By: _____

City Clerk, Nancy Salazar

**COMMUNITY FACILITIES DISTRICT NO. 2001-3
(NORTH PERRIS PUBLIC SAFETY)
OF THE CITY OF PERRIS, ANNEXATION NO. 46**

**STATEMENT OF ALL VOTES CAST
SPECIAL TAX ELECTION**

	Qualified Landowner Votes	Total Votes Cast	<u>YES</u>	<u>NO</u>
City of Perris, Community Facilities District No. 2001-3 (North Perris Public Safety) of the City of Perris, Annexation No. 46, Special Election, February 22, 2022	7	_____	_____	_____

PROPOSITION A: Shall the Property be annexed and shall a Special Tax be levied within Community Facilities District No. 2001-3 (North Perris Public Safety) of the City of Perris, Annexation No. 46 to pay for the provision of fire protection and suppression services, and ambulance and paramedic services including all furnishings, equipment and supplies related thereto; and police protection services, including but not limited to criminal justice services, including all furnishings, equipment and supplies related thereto, as authorized in the Resolution calling election adopted on February 22, 2022 and the Resolution of Intention referred to therein; and shall an appropriations limit be established for Community Facilities District No. 2001-3 (North Perris Public Safety) of the City of Perris, Annexation No. 46 pursuant to Article XIIIB of the California Constitution, said appropriations limit to be equal to the amount of all proceeds of the special tax collected annually, as adjusted for changes in the cost of living and changes in population, where said Maximum Special Tax Rate for Fiscal Year 2021-2022 is \$364.20 per Single-Family Residential Unit, \$72.84 per Multi-Family Residential Unit and \$1,456.81 per acre for Non-residential Parcels and is subject to an Annual Tax Escalation Factor not to exceed 2.00% annually?



11.B.

CITY OF PERRIS

CITY COUNCIL AGENDA SUBMITTAL

MEETING DATE: February 22, 2022

SUBJECT: Annexation No. 8 (APN: 302-060-011, 302-060-026, and 302-060-030) of parcels into CFD 2018-02 (Public Services District)

Project: DPR 18-00011- Industrial Building

Owner(s): Duke Realty Limited Partnership

REQUESTED ACTION:

- 1.) Open a public hearing on Annexation No. 8 to Community Facilities District No. 2018-02 (Public Services District) and determine if there are any protests to the Annexation.
- 2.) Adopt a Resolution of the City Council of the City of Perris, acting as the Legislative Body of Community Facilities District No. 2018-02 (Public Services District) of the City of Perris, calling a Special Election, to submit to Qualified Electors, within Proposed Annexation No.8 the question of annexing such territory and levying of a Special Tax within the area of Proposed Annexation No. 8.
- 3.) Conduct the Special Election relating to Annexation No. 8.
- 4.) Adopt a Resolution of the City Council of the City of Perris, acting as the Legislative Body of the Community Facilities Districts No. 2018-02 (Public Services District) of the City of Perris, Declaring the results of the Special Election relating to Annexation No. 8, and Ordering the Annexation of such territory, and directing the Recording of a Notice of Special Tax Lien.

CONTACT: Ernie Reyna, Deputy City Manager *ER*

BACKGROUND/DISCUSSION:

Annexation 8 is a construction of a 148,297 SF industrial, non-refrigerated warehouse distribution building on a 6.31-acre lot in a Light Industrial (LI) zone within the Perris Valley Commerce Center Specific Plan (PVCCP) located at the southeast corner of Perry Street and Barrett Avenue. (See attached Boundary Map).

At its meeting on January 11, 2022, the City Council of the City of Perris (the "City Council"), acting as Legislative Body of Community Facilities District 2018-02 (Public Services District) (the "District"), adopted Resolution No. 5903 ("Resolution of Intention"), Declaring its Intention to Annex Certain Territory to the District and setting the date of the public hearing to February 22, 2022 as the date for conducting the hearing in connection with the annexation of territory to the District. These actions were taken, as required by law, pursuant to a petition submitted to the property owner of the territory proposed for annexation to the District. The Owner, pursuant to the petition submitted concurrently with the Resolution of Intention, submitted a waiver concurrently herewith, waiving certain time periods and noticing requirements required by the Mello-Roos Community Facilities Act of 1982 ("the Act") and the Elections Code of the State of California. The holding of the Public Hearing and adopting of the resolutions submitted with this report and the conduct of this election will complete the annexation of territory to the District. The property owner has waived notice and the time period for conducting the election pursuant to the Act. The Clerk has not received any written protests prior to the hearing.

BUDGET (or FISCAL) IMPACT:

The Annexation of territory into the District increases the tax base to fund the public services to be provided to the residents and businesses within the District. The levy of the Special Tax will begin in the fiscal year for which a building permit was issued prior to May 1st of the previous fiscal year.

Prepared by: Daniel Louie, Willdan Financial Services

REVIEWED BY:

City Attorney _____
Assistant City Manager _____
Deputy City Manager _____

Attachments:

1. Boundary Map
2. Resolution Calling for Special Election
3. Resolution Declaring Results of Election

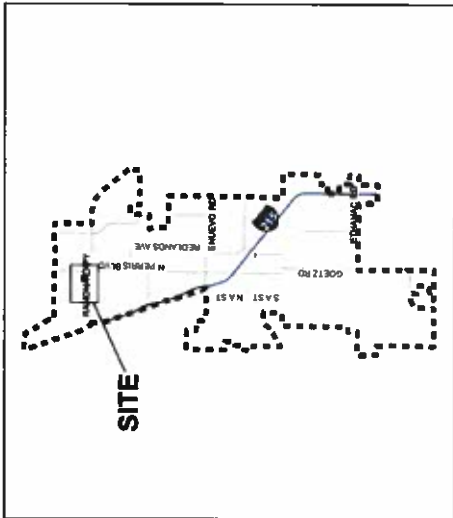
Consent:
Public Hearing: x
Business Item:
Presentation:
Other:

ATTACHMENT 1

BOUNDARY MAP

ANNEXATION MAP NO. 8 TO COMMUNITY FACILITIES DISTRICT NO. 2018-02 (PUBLIC SERVICES DISTRICT)

VICINITY MAP



CITY OF PERRIS
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	302-060-011
2	302-060-026
3	302-060-030

FILED IN THE OFFICE OF THE CITY CLERK THIS _____ DAY OF _____, 20____.

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF ANNEXATION NO. 8, TO COMMUNITY FACILITIES DISTRICT NO. 2018-02 (PUBLIC SERVICES DISTRICT), CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF PERRIS AT A REGULAR MEETING THEREOF, HELD ON THE _____ DAY OF _____, 20____ BY ITS RESOLUTION NO. _____.

CITY CLERK
CITY OF PERRIS

FILED THIS _____ DAY OF _____, 20____ AT THE HOUR OF _____ O'CLOCK _____ M. IN BOOK _____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE(S) _____ IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

PETER ALDANA, ASSESSOR-COUNTY CLERK-RECORDER

BY DEPUTY
COUNTY RECORDER
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

REFERENCE IS MADE TO THAT BOUNDARY MAP OF COMMUNITY FACILITIES DISTRICT NO. 2018-02 (PUBLIC SERVICES DISTRICT) OF THE CITY OF PERRIS RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON OCTOBER 25, 2018, IN BOOK 83 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, PAGE 28 AS INSTRUMENT NUMBER 2018-0421948.

THE LINES AND DIMENSIONS OF EACH LOT OR PARCEL SHOWN ON THIS DIAGRAM SHALL BE THOSE LINES AND DIMENSIONS AS SHOWN ON THE RIVERSIDE COUNTY ASSESSOR'S MAPS FOR THOSE PARCELS LISTED.

THE RIVERSIDE COUNTY ASSESSOR'S MAPS SHALL GOVERN FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS OR PARCELS.



Legend

MAP REFERENCE NUMBER

CITY OF PERRIS BOUNDARY



W WILDAN
27368 VIA INDUSTRIAL, SUITE #200
TEMECULA, CA 92590
(951) 547-3500

ATTACHMENT 2

**RESOLUTION CALLING FOR SPECIAL
ELECTION**

RESOLUTION NO. XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2018-02 (PUBLIC SERVICES DISTRICT) OF THE CITY OF PERRIS, CALLING A SPECIAL ELECTION TO SUBMIT TO THE QUALIFIED ELECTORS WITHIN PROPOSED ANNEXATION NO. 8 THE QUESTION OF ANNEXING SUCH TERRITORY AND LEVYING OF A SPECIAL TAX WITHIN THE AREA OF PROPOSED ANNEXATION NO. 8

WHEREAS, the City Council (the "Council") of the City of Perris, California (the "City"), acting in its capacity as the legislative body (the "Legislative Body") of the Community Facilities District No. 2018-02 (Public Services District) of the City of Perris (the "District"), on January 11, 2022, has heretofore adopted its Resolution No. 5903 (the "Resolution of Intention") stating its intention to annex certain territory (the "Property") as described therein to the District pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, (the "Act") being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California, and specifically Article 3.5 thereof, and calling a public hearing on the question of the proposed annexation of the Property to the District, including the levying of a special tax on the Property and all other matters as set forth in the Resolution of Intention; and

WHEREAS, a copy of the Resolution of Intention, incorporating a description and map of the proposed boundaries of the territory proposed for annexation to the District, stating the public services to be provided in and for the Property and a plan setting forth sharing of such services provided in common with the existing District, and specifying the special taxes to be levied within the Property and any alteration in the Rate and Method of Apportionment (as defined therein and incorporated herein by this reference) is on file with the City Clerk of the City; and

WHEREAS, the Resolution of Intention set February 22, 2022 as the date of the public hearing and to consider the question of the proposed annexation of the Property to the District, including the levying of a special tax on the Property and all other matters set forth in the Resolution of Intention and this Council held said public hearing as required by law; and

WHEREAS, notice of the public hearing was duly given as required by Section 53339.4 of the Act or has been duly waived by the property owner; and

WHEREAS, the public hearing was held on February 22, 2022; and

WHEREAS, at said hearing all persons not exempt from the special tax desiring to be heard on all matters pertaining to the annexation of the Property to the District, the levy of the special

tax on the Property, and all other matters as set forth in the Resolution of Intention were heard and a full and fair hearing was held; and

WHEREAS, at the public hearing evidence was presented to the Legislative Body on the matters before it, and the Legislative Body at the conclusion of the hearing is fully advised as to all matters relating to the proposed annexation of the Property to the District, including the levy of the special tax on the Property; and

WHEREAS, it has now been determined that written protests have not been received by registered voters and/or property owners representing more than one-half (1/2) of the area of land proposed to be annexed to the District or within the original District; and

WHEREAS, there were not at least twelve (12) registered voters residing within the territory proposed to be annexed to the District during each of the ninety (90) days preceding the closing of the February 22, 2022 public hearing; and

WHEREAS, on the basis of the foregoing, the Legislative Body has determined at this time to proceed with the annexation of the Property to the District, and to call an election therein to authorize such annexation, including the levy of the special tax therein (as such tax is more particularly described in the Resolution of Intention) to pay for the public services proposed to be financed by the District;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Perris, acting in its capacity as the Legislative Body of Community Facilities District No. 2018-02 (Public Services District) of the City of Perris, California, as follows:

Section 1. That the above recitals are all true and correct.

Section 2. Written protests against the annexation of the Property to the District, or against the furnishing of specified services or the levying of a specified special tax within the District, have not been filed by fifty percent (50%) or more of the registered voters, or six (6) registered voters, whichever is greater, residing within the boundaries of the proposed annexation, nor by owners representing one-half (1/2) or more of the area of land proposed to be annexed to the District. All protests and objections, if any, are hereby overruled.

Section 3. The Legislative Body does declare the annexation of the Property to the existing District, to be known and designated as "Community Facilities District No. 2018-02 (Public Services District) of the City of Perris, ANNEXATION NO. 8." The Legislative Body hereby finds and determines that all prior proceedings taken with respect to the annexation of the Property to the District were valid and in conformity with the requirements of law, including the Act. This finding is made in accordance with the provisions of Section 53325.1 of the Act.

Section 4. The boundaries and parcels of land to be annexed and in which the public services are to be provided and on which the special taxes will be levied in order to pay the costs and expenses for said public services are generally described as all that territory proposed to be annexed to the existing District as said property is shown on a map as previously approved by the

Legislative Body, said map designated “Amended Annexation Map No. 8 to Community Facilities District No. 2018-02, (Public Services District),” a copy of which is on file in the office of the City Clerk and shall remain open for public inspection. The map of the proposed boundaries of ANNEXATION NO. 8 to the District has been recorded in the Office of the County Recorder of Riverside County, California in Book 88, Page 20 of the Book of Maps of Assessments and Community Facilities Districts (Document Number 2022-0028160).

Section 5. The Council finds that the services authorized to be funded by the CFD and paid by the special taxes levied within the CFD (the “Services”) shall incorporate and have the meaning given to the term “services” in section 53313 of the Mello-Roos Community Facilities Act of 1982, as set forth in Exhibit “B” hereto are necessary to meet the increased demand put upon the City as a result of the development within ANNEXATION NO. 8.

Section 6. Except where funds are otherwise available, a special tax is hereby authorized, subject to the approval of the landowners as the eligible electors of the District, to levy annually in accordance with procedures contained in the Act, a special tax within the District, secured by recordation of a continuing lien against all nonexempt real property in the District, sufficient to pay for the Services and Incidental Expenses. The rate and method of apportionment and manner of collection of the special tax within the District is described in detail in Exhibit “A” attached hereto and incorporated herein by this reference. Exhibit “A” allows each landowner within the District to estimate the maximum amount that may be levied against each parcel.

Section 7. The Rate and Method of Apportionment of the special tax is based on the expected demand that each parcel of real property within the District will place on the Services, on the cost of making the Services available to each parcel within the Property, and on other factors. The Council hereby determines the rate and method of apportionment of the special tax set forth in Exhibit “A” to be reasonable. The special tax is apportioned to each parcel on the foregoing basis pursuant to Section 53325.3 of the Act and such special tax is not based upon the value or ownership of real property. In the event that a portion of the property within Community Facilities District No. 2018-02 shall become for any reason exempt, wholly or partially, from the levy of the special tax specified on Exhibit “A,” the Council shall, on behalf of Community Facilities District No. 2018-02, cause the levy to be increased, subject to the limitation of the maximum special tax for a parcel as set forth in Exhibit “A,” to the extent necessary upon the remaining property within the District which is not delinquent or exempt in order to yield the special tax revenues required for the purposes described herein. Upon recordation of a notice of special tax lien pursuant to Streets and Code Section 3114.5, continuing lien to secure each levy of the special tax will attach to all nonexempt parcels within the Property and the lien shall continue in force and effect until the special tax obligation is permanently satisfied and the lien canceled in accordance with the law or until collection of the special tax by the Legislative Body ceases.

Section 8. Pursuant to Section 53325.7 and 53326 of the Act, a special election is hereby called on behalf of the District on the proposition of levying the special tax on the territory within ANNEXATION NO. 8 to the District and establishing an appropriation limit therein. The proposition relating to the District authorizing the levy of the special tax on the Property and establishing an appropriations limit shall be substantially in the form attached hereto as Exhibit “C.”

Section 9. The special election for the District on the proposition of authorizing the levy of the special tax on the Property and establishing an appropriations limit shall be held on February 22, 2022.

Section 10. It is hereby found that there were not at least twelve (12) registered voters that resided within the territory of the proposed ANNEXATION NO. 8 during each of the ninety (90) days preceding the closing of the February 22, 2022 public hearing regarding the levy of the special tax on the territory within ANNEXATION NO. 8 and establishing an appropriations limit therein and, pursuant to Section 53326 of the Act, the ballots for the special election shall be distributed by personal service, or by mail, with return postage prepaid, by the Election Official, to the landowners of record within the District as of the close of the public hearing. Each landowner shall have one (1) vote for each acre or portion thereof that he or she owns within the District, as provided in Section 53326 of the Act and may return the ballot by mail or in person to the Election Official not later than 6:30 p.m. on February 22, 2022, or 6:30 p.m. on another election day mutually agreed to by the Election Official and the landowners. In accordance with Section 53326(d) of the Act, the election shall be closed and the results certified by the Election Official as soon as all qualified electors have voted.

Section 11. If two-thirds (2/3) of the votes cast upon the question of levying such special tax and establishing such appropriations limit are cast in favor of levying such special tax within the District as determined by the Legislative Body after the canvass of the returns of such election, the Legislative Body may levy such special tax within the District under the Act in the amount and for the purposes as specified in this Resolution. Such special tax may be levied only at the rate and may be apportioned only in the manner specified in this Resolution, subject to the Act, except that the special tax may be levied at a rate lower than that specified herein and the maximum annual tax rate may be lowered. Such special tax may be levied so long as it is needed to pay for the financing of the services.

Section 12. If special taxes of the District are levied against any parcel used for private residential purposes, (i) the maximum special tax rate shall not be increased over time except that it may be increased by an amount not to exceed two percent (2.00%) per year to the extent permitted in the rate and method of apportionment; (ii) such tax shall be levied in perpetuity, as further described in Exhibit "A" hereto; and (iii) under no circumstances will such special tax be increased more than ten percent (10%) as a consequence of delinquency or default by the owner of any other parcels within the District by more than ten percent.

Section 13. In the event that a portion of the property in the District shall become for any reason exempt, wholly or partially, from the levy of the special tax specified in Exhibit "A" the Council shall, on behalf of the District, increase the levy to the extent necessary upon the remaining property within the District which is not delinquent or exempt in order to yield the required payments, subject to the maximum tax.

Section 14. The Council finds that there is not an ad valorem property tax currently being levied on property within the proposed District for the exclusive purpose of financing the provision of the same services to the territory of the District as provided by the Services.

Section 15. An appropriations limit for the District is hereby established as an amount equal to all the proceeds of the special tax collected annually and as defined by Article XIII B of the California Constitution, as adjusted for changes in the cost of living and changes in population.

Section 16. The Elections Official shall cause to be published once in a newspaper of general circulation the text of Proposition A, along with a description of the election proceedings. The publication shall also state that only the qualified electors in the District may vote on the proposition and that the canvass of the election will take place in the office of the City Clerk following the close of the election. Pursuant to the petition and request, the publication of such notice has been waived by the property owner.

Section 17. The question of levying a special tax and establishing an appropriations limit shall constitute a single election pursuant to Sections 53325.7, 53326 and 53353 of the Act for the purpose of holding said election. Following the close of the election, the election shall be canvassed at the office of the City Clerk, 101 North "D" Street, Perris, California 92570.

Section 18. The Office of the City Manager, 101 North "D" Street, Perris, California 92570, (951) 943-6100, or its designee, is designated to be responsible for preparing annually a current roll of special tax levy obligations by assessor's parcel number and for estimating future special tax levies pursuant to Section 53340.2 of the Government Code.

Section 19. Pursuant to and in compliance with the provisions of Government Code Section 50075.1, the Legislative Body hereby establishes the following accountability measures pertaining to the levy by the District of the Special Tax described in Section 6 above:

- A. Such Special Tax with respect to the District shall be levied for the specific purposes set forth in and Section 5 hereof and Proposition A referred to herein.
- B. The proceeds of the levy of such Special Tax shall be applied only to the specific purposes set forth in Section 5 hereof and Proposition A referred to herein.
- C. The District shall establish an account or accounts into which the proceeds of such Special Tax shall be deposited.
- D. The City Manager or Finance Director, or his or her designee, acting for and on behalf of the District, shall annually file a report with the City Council as required pursuant to Government Code Section 50075.3.

Section 20. The City Clerk is directed to certify and attest to this Resolution, and to take any and all necessary acts to call, hold, canvass and certify an election or elections on the levy of the special tax, and the establishment of the appropriation limit.

Section 21. This Resolution shall take effect immediately upon its adoption.

ADOPTED, SIGNED and **APPROVED** this 22nd day of February, 2022.

Mayor, Michael M. Vargas

ATTEST:

City Clerk, Nancy Salazar

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

I, NANCY SALAZAR, CITY CLERK OF THE CITY OF PERRIS, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Resolution Number XXXX was duly and regularly adopted by the City Council of the City of Perris at a regular meeting held the 22nd day of February, 2022, by the following called vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

City Clerk, Nancy Salazar

Exhibit A – Special Tax Rate and Method of Apportionment

Exhibit B - Description of Authorized Services

Exhibit C – Special Tax and Appropriations Limit Election

Exhibit A**CITY OF PERRIS
COMMUNITY FACILITIES DISTRICT NO. 2018-02
(PUBLIC SERVICES DISTRICT)****SPECIAL TAX RATE AND METHOD OF APPORTIONMENT**

A Special Tax as hereinafter defined shall be levied on all Assessor's Parcels of Taxable Property in City of Perris Community Facilities District No. 2018-02 (Public Services District), City of Perris, County of Riverside, State of California ("CFD No. 2018-02") and collected each Fiscal Year commencing in Fiscal Year 2018-19, in an amount determined by the City Council through the application of the appropriate Special Tax, as described below. All of the real property in CFD No. 2018-02, unless exempted by law or by the provisions hereof, shall be taxed for these purposes, to the extent and in the manner herein provided.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Part 1, Division 2 of Title 5 of the Government Code of the State of California.

"Administrative Expenses" means the following actual or reasonably estimated costs directly related to the administration of CFD No. 2018-02: the costs of computing the Special Taxes and preparing the annual Special Tax collection schedules (whether by the City or any designee thereof or both); the costs of collecting the Special Taxes (whether by the City or otherwise); the costs to the City, CFD No. 2018-02, or any designee thereof of complying with CFD No. 2018-02 or obligated persons disclosure requirements associated with the Act; the costs associated with preparing Special Tax disclosure statements and responding to public inquiries regarding the Special Taxes; the costs to the City, CFD No. 2018-02, or any designee thereof related to an appeal of the Special Tax; and the City's annual administration fees and third party expenses. Administrative Expenses shall also include amounts estimated or advanced by the City or CFD No. 2018-02 for any other administrative purposes of CFD No. 2018-02, including attorney's fees and other costs related to commencing and pursuing to completion any foreclosure of delinquent Special Taxes.

"Assessor's Parcel" or "Parcel" means a lot or parcel shown on an Assessor's Parcel Map with an assigned Assessor's Parcel number.

"Assessor's Parcel Map" means an official map of the Assessor of the County designating parcels by Assessor's Parcel number.

“Authorized Services” means those services eligible to be funded by CFD No. 2018-02, as defined in the Resolution of Formation and authorized to be financed by CFD No. 2018-02 pursuant to Section 53313 and Section 53313.5 of the Act. CFD No. 2018-02 shall finance Authorized Services only to the extent that they are in addition to those provided in the territory of CFD No. 2018-02 before the CFD was created and such Authorized Services may not supplant services already available within CFD No. 2018-02 when the CFD was created.

“Building Permit” means a permit issued by the City or other governmental agency for the construction of a residential or non-residential building on an Assessor’s Parcel.

“CFD Administrator” means an official of CFD No. 2018-02, or any designee thereof, responsible for determining the Special Tax Requirement and providing for the levy and collection of the Special Taxes.

“CFD No. 2018-02” means City of Perris Community Facilities District No. 2018-02 (Public Services District), City of Perris, County of Riverside, State of California.

“City” means the City of Perris, California.

“City Council” means the City Council of the City.

“Consumer Price Index” means, for each Fiscal Year, the Consumer Price Index published by the U.S. Bureau of Labor Statistics for All items in Los Angeles-Riverside-Orange County, CA, all urban consumers, not seasonally adjusted” index (Series Id: CUURA421SA0), measured as of the month of December in the calendar year that ends in the previous Fiscal Year. In the event this index ceases to be published, the Consumer Price Index shall be another index as determined by the CFD Administrator that is reasonably comparable to the Consumer Price Index.

“County” means the County of Riverside.

“Developed Property” means, for each Fiscal Year, all Assessor’s Parcels for which a Building Permit was issued after January 1, 2017 and on or before May 1 of the Fiscal Year preceding the Fiscal Year for which the Special Taxes are being levied.

“Fiscal Year” means the period starting July 1 and ending on the following June 30.

“Floor Area” means the total building square footage of non-residential building(s) or the non-residential portion of a building with both residential and non-residential areas located on an Assessor’s Parcel of Taxable Property, measured from outside wall to outside wall, exclusive of overhangs, porches, patios, carports, or similar spaces attached to the building but generally open on at least two (2) sides. The determination of Floor Area shall be made by reference to the Building Permit(s) issued for such Assessor’s Parcel and/or to the appropriate records kept by the City’s Building Division, as reasonably determined by the CFD Administrator.

“Industrial Zone(s)” means zoning designation identified in the Chapter 19.44 of the City’s Zoning Ordinance (as amended by the City from time to time).

“Maximum Special Tax” means, for each Fiscal Year, the maximum Special Tax, determined in accordance with Section C, below, that can be levied on any Assessor’s Parcel.

“Non-Residential Property” means any and each Assessor’s Parcel of Developed Property for which a Building Permit permitting the construction of one or more non-residential units or facilities, has been issued by the City or some other governmental agency.

“Property Owner Association Property” means, for each Fiscal Year, any Assessor’s Parcel within the boundaries of CFD No. 2018-02 that is owned by or irrevocably offered for dedication to a property owner association, including any master or sub-association, not including any such property that is located directly under a residential or non-residential structure.

“Proportionately” means that the ratio of the actual annual Special Tax levy to the Maximum Special Tax is equal for all Assessor’s Parcels of Taxable Property.

“Public Property” means, for each Fiscal Year, (i) any property within the boundaries of CFD No. 2018-02 that is owned by or irrevocably offered for dedication to the Federal government, the State, the City, or any other public agency; provided however that any property leased by a public agency to a private entity and subject to taxation under Section 53340.1 of the Act, as such section may be amended or replaced, shall be taxed and classified in accordance with its use; or (ii) any property within the boundaries of CFD No. 2018-02 that is encumbered by an unmanned utility easement making impractical its utilization for other than the purpose set forth in the easement.

“Rate and Method of Apportionment” or **“RMA”** means this Rate and Method of Apportionment of Special Tax.

“Resolution of Formation” means the resolution forming CFD No. 2018-02.

“Special Tax” or **“Special Taxes”** means the special tax or special taxes to be levied in each Fiscal Year on each Assessor’s Parcel of Taxable Property to fund the Special Tax Requirement.

“Special Tax Requirement” means that amount to be collected in any Fiscal Year for CFD No. 2018-02 to pay for certain costs as required to meet the needs of CFD No. 2018-02 in that Fiscal Year. The costs to be covered shall be the direct costs for (i) Authorized Services, including the establishment of reserves for future costs of Authorized Services, (ii) Administrative Expenses, and (iii) an amount to cover anticipated delinquencies for the payment of the Special Tax, based on the delinquency

rate for the preceding Fiscal Year; less (iv) a credit for funds available to reduce the annual Special Tax levy, if any, as determined by the CFD Administrator. Under no circumstances shall the Special Tax Requirement include debt service payments for debt financings by CFD No. 2018-02.

“**State**” means the State of California.

“**Taxable Property**” means an Assessor’s Parcel of Non-Residential Property (i) for which a Building Permit has been issued permitting the construction of one or more land uses allowed in an Industrial Zone, and (ii) that is not exempt from the Special Tax pursuant to law or Section E below.

“**Non-Taxable Property**” means, for each Fiscal Year, all property not classified as Taxable Property.

B. ASSIGNMENT TO LAND USE CATEGORIES

Each Fiscal Year, all Assessor’s Parcels within CFD No. 2018-02 shall be classified by the CFD Administrator as Taxable Property or Non-Taxable Property, and shall be subject to annual Special Taxes in accordance with this Rate and Method of Apportionment as determined by the CFD Administrator pursuant to Sections C and D below. The CFD Administrator’s allocation of property to each type of Land Use Class shall be conclusive and binding. However, only Taxable Property shall be subject to annual Special Taxes in accordance with the Rate and Method of Apportionment as determined pursuant to Sections C and D below.

C. MAXIMUM SPECIAL TAX RATE

1. Taxable Property

a. Maximum Special Tax

The Maximum Special Tax for Fiscal Year 2018-19 for Taxable Property is shown below in Table 1.

TABLE 1

**Maximum Special Taxes
For Fiscal Year 2018-19
Community Facilities District No. 2018-02**

Land Use Class	Land Use	Fiscal Year 2018-2019 Maximum Special Tax
1	Taxable Property	\$18.47 per Thousand Square Feet of Floor Area

b. Multiple Land Use Classes

In some instances, an Assessor’s Parcel of Taxable Property may contain more than one Land Use Class. The Maximum Special Tax that can be levied on an Assessor’s Parcel shall be the sum of the Maximum Special Taxes that can be levied for all Land Use Classes located on that Assessor’s Parcel.

c. Increase in the Maximum Special Tax

On each July 1, commencing on July 1, 2019, the Maximum Special Tax for Taxable Property shall be increased annually by the greater of the change in the Consumer Price Index during the twelve (12) months prior to December of the previous Fiscal Year, or two percent (2.00%).

2. **Non-Taxable Property**

No Special Taxes shall be levied on Non-Taxable Property.

D. METHOD OF APPORTIONMENT OF THE SPECIAL TAX

Commencing with Fiscal Year 2018-19 and for each following Fiscal Year, the City Council shall levy the annual Special Tax Proportionately for each Assessor’s Parcel of Taxable Property at up to 100% of the applicable Maximum Special Tax, until the amount of Special Taxes equals the Special Tax Requirement.

E. EXEMPTIONS

No Special Tax shall be levied on Non-Taxable Property, Property Owner Association Property, or Public Property. However, should an Assessor’s Parcel no longer be classified as Non-Taxable Property, Property Owner Association Property, or Public

Property, such Assessor's Parcel shall, upon each reclassification, no longer be exempt from Special Taxes.

F. APPEALS AND INTERPRETATIONS

Any landowner or resident may file a written appeal of the Special Tax on his/her property with the CFD Administrator, provided that the appellant is current in his/her payments of Special Taxes. During the pendency of an appeal, all Special Taxes previously levied must be paid on or before the payment date established when the levy was made. The appeal must specify the reasons why the appellant claims the Special Tax is in error. The CFD Administrator shall review the appeal, meet with the appellant if the CFD Administrator deems necessary, and advise the appellant of its determination. If the CFD Administrator agrees with the appellant, the CFD Administrator shall eliminate or reduce the Special Tax on the appellant's property and/or provide a refund to the appellant. If the CFD Administrator disagrees with the appellant and the appellant is dissatisfied with the determination, the appellant then has thirty (30) days in which to appeal to the City Council by filing a written notice of appeal with the clerk of the City, provided that the appellant is current in his/her payments of Special Taxes. The second appeal must specify the reasons for the appellant's disagreement with the CFD Administrator's determination. The CFD Administrator may charge the appellant a reasonable fee for processing the appeal.

The City may interpret this Rate and Method of Apportionment for purposes of clarifying any ambiguity and make determinations relative to the annual administration of the Special Tax and any landowner or resident appeals. Any decision of the City will be final and binding as to all persons.

G. MANNER OF COLLECTION

The annual Special Tax shall be collected in the same manner and at the same time as ordinary *ad valorem* property taxes; provided, however, that the City may directly bill the Special Tax, may collect Special Taxes at a different time or in a different manner if necessary or otherwise advisable to meet its financial obligations for CFD No. 2018-02, and may covenant to foreclose and may actually foreclose on delinquent Assessor's Parcels as permitted by the Act.

H. FUTURE ANNEXATIONS

It is anticipated that additional properties will be annexed to CFD No. 2018-02 from time to time. As each annexation is proposed, an analysis may be prepared to determine the annual cost for providing Authorized Services to such parcels. Based on this analysis, any parcels to be annexed, pursuant to California Government Code Section 53339 *et seq.* will be assigned the approximate Maximum Special Tax rates when annexed and included in Exhibit A.

I. TERM OF SPECIAL TAX

The Special Tax shall be levied in perpetuity as necessary to meet the Special Tax Requirement, unless no longer required to pay for Authorized Services as determined at the discretion of the City.

Exhibit B

**COMMUNITY FACILITIES DISTRICT NO. 2018-02 (PUBLIC SERVICES DISTRICT)
OF THE CITY OF PERRIS, ANNEXATION NO. 8**

DESCRIPTION OF AUTHORIZED SERVICES

Authorized Services

The services authorized to be funded by the CFD and paid by the special taxes levied within the CFD (the "Services") are described below. For purposes of the CFD, the Services shall incorporate and have the meaning given to the term "services" in section 53313 of the Mello-Roos Community Facilities Act of 1982.

Additional Authorized Expenses

In addition, the following costs are authorized to be funded by the special taxes levied within the CFD:

(a) Administrative expenses including the costs incurred to determine, levy and collect the special taxes, including compensation of City employees for administrative work performed in relation to the CFD, the fees of consultants and legal counsel, the charges imposed by the County for the levy and collection of the special taxes on the property tax rolls, preparation of required reports, and any other costs incurred in the administration of the CFD by the City.

(b) Any amounts needed for operating reserves and capital reserves.

(c) Any amounts needed to cure actual or estimated delinquencies in special taxes for the current or previous fiscal years.

(d) To reimburse the City or any third parties for actual costs advanced that are related to the formation of the CFD.

Exhibit C

OFFICIAL BALLOT

TO BE OPENED ONLY BY THE CANVASSING BOARD

**COMMUNITY FACILITIES DISTRICT NO. 2018-02 (PUBLIC SERVICES DISTRICT)
OF THE CITY OF PERRIS, ANNEXATION NO. 8**

SPECIAL TAX AND APPROPRIATIONS LIMIT ELECTION

February 22, 2022

To vote, mark a cross (+) or (X) in the voting square after the word "YES" or after the word "NO." The voter should then sign the ballot. All distinguishing marks otherwise made are forbidden and will void the ballot.

This ballot is provided to **DUKE REALTY LIMITED PARTNERSHIP**, as owner or authorized representative of such sole owner of 6.31 acres of the land within Community Facilities District No. 2018-02 (Public Services District) of the City of Perris, ANNEXATION NO. 8 (the "Property") and represents 7 of the votes required for annexation.

If you wrongly mark, tear, or deface this ballot, return it to the City Clerk of the City of Perris at 101 North "D" Street, Perris, California 92570 and obtain another.

PROPOSITION A: Shall the Property be annexed and shall a Special Tax be levied within Community Facilities District No. 2018-02 (Public Services District) of the City of Perris, Annexation No. 8 to pay for the provision of all related administrative costs and expenses, necessary utility (water and electricity) costs, and related reserves for replacement of vehicles, equipment and facilities, including the costs incurred to determine, levy and collect the special taxes, including the compensation of City employees for administrative work performed in relation to the CFD, the fees of consultants and legal counsel, the charges imposed by the County for the levy and collection of special taxes on the property tax rolls, preparation of required reports, and amounts needed to cure actual or estimated delinquencies in special taxes for the current or previous fiscal years, to reimburse the City or any third parties for actual costs advanced that are related to the formation of the CFD, any amounts needed for operating reserves and capital reserves, and any other costs incurred in the administration of the CFD by the City, as authorized in the Resolution calling election adopted on February 22, 2022 and the Resolution of Intention referred to therein; and shall an appropriations limit be established for Community Facilities District No. 2018-02 (Public Services District) of the City of Perris, ANNEXATION NO. 8 pursuant to Article XIII B of the California Constitution, said appropriations limit to be equal to the amount of all proceeds of the special tax collected annually, as adjusted for changes in the cost of living and changes in population?

YES

NO

Number of votes: **7**

Property Owner: **DUKE REALTY LIMITED PARTNERSHIP**

By: _____

ATTACHMENT 3

**RESOLUTION DECLARING RESULTS OF
ELECTION**

RESOLUTION NO. XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2018-02 (PUBLIC SERVICES DISTRICT) OF THE CITY OF PERRIS, DECLARING THE RESULTS OF A SPECIAL ELECTION RELATING TO ANNEXATION NO. 8 AND ORDERING THE ANNEXATION OF SUCH TERRITORY, THE LEVYING OF A SPECIAL TAX WITHIN THE AREA OF ANNEXATION NO. 8 AND DIRECTING THE RECORDING OF A NOTICE OF SPECIAL TAX LIEN

The City Council (the "Council") of the City of Perris, California (the "City"), acting in its capacity as the legislative body (the "Legislative Body") of the Community Facilities District No. 2018-02 (Public Services District) of the City of Perris (the "District"), does hereby resolve as follows:

WHEREAS, the Legislative Body called and duly held an election in the District pursuant to Resolution No. XXXX adopted on February 22, 2022 for the purpose of presenting to the qualified electors within the certain territory proposed to be annexed to the District known and designated as "ANNEXATION NO. 8" (the "Property"), a proposition for the levy of a special tax and the establishment of an appropriations limit ("Proposition A") in accordance with the method set forth in Exhibit "A" to Resolution No. 5903 adopted on January 11, 2022 (the "Resolution of Intention"); and

WHEREAS, the landowners of record within the Property as of the close of the public hearing held on February 22, 2022 unanimously consented to a waiver of the time limits for setting the election and a waiver of any written analysis, arguments or rebuttals as set forth in California Government Code sections 53326 and 53327. Such waivers are set forth in written certificates executed by the landowners which are on file with the City Clerk as election official (the "Election Official") concurring therein; and

WHEREAS, pursuant to the terms of the Resolution Calling Election and the provisions of the Mello-Roos Community Facilities Act of 1982 (the "Act"), the special election was held on February 22, 2022; and

WHEREAS, there has been presented to this Legislative Body a Certificate of the Election Official as to the Results of the Canvass of the Election Returns (the "Certificate of the Election Official"), a copy of which is attached hereto as Exhibit "A;"

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Perris, acting in its capacity as the Legislative Body of Community Facilities District No. 2018-02 (Public Services District) of the City of Perris, California, as follows:

Section 1. That the above recitals are all true and correct.

Section 2. The canvass of the votes cast in the Property to be annexed to the District at the special election held on February 22, 2022, as shown in the Certificate of the Election Official, is hereby approved and confirmed.

Section 3. Proposition A presented to the qualified electors of the Property for receipt by the Election Official on February 22, 2022, has received a unanimous vote of the qualified electors voting at said election, and Proposition A has carried. The Legislative Body is hereby authorized to take the necessary steps to levy the special tax authorized by Proposition A on the Property.

Section 4. The City Clerk is hereby directed to enter the title of this Resolution on the minutes of the Legislative Body and to indicate the official declaration of the result of such special election.

Section 5. The Legislative Body hereby determines that the Property is added to and part of the existing District with full legal effect, and hereby authorizes the levy of a special tax at the Rate and Method of Apportionment set forth in Exhibit A to the Resolution of Intention. The whole of the territory within the Property shall be subject to the special tax consistent with the provisions of the Act.

Section 6. Pursuant to and in compliance with the provisions of Government Code Section 50075.1, the Legislative Body hereby establishes the following accountability measures pertaining to the levy by the District of the Special Tax described in Section 3 above:

- A. Such Special Tax with respect to the District shall be levied for the specific purposes set forth in Proposition A and Section 3 hereof.
- B. The proceeds of the levy of such Special Tax with respect to each Improvement Area shall be applied only to the specific purposes set forth in Section 3 hereof and Proposition A referred to therein.
- C. The District shall establish an account or accounts into which the proceeds of such Special Tax with respect to each Improvement Area shall be deposited.
- D. The City Manager, Assistant City Manager and Finance Director, or his or her designee, acting for and on behalf of the District, shall annually file a report with the City Council as required pursuant to Government Code Section 50075.3.

Section 7. The City Clerk is hereby directed to execute and cause to be recorded in the office of the County Recorder of the County of Riverside a notice of special tax lien in the form required by the Act, said recording to occur no later than fifteen days following adoption by the City Council of this Resolution.

Section 8. This Resolution shall take effect immediately upon its adoption.

Section 9. The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original resolutions.

ADOPTED, SIGNED and **APPROVED** this 22nd day of February, 2022.

Mayor, Michael M. Vargas

ATTEST: _____
City Clerk, Nancy Salazar

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

I, NANCY SALAZAR, CITY CLERK OF THE CITY OF PERRIS, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Resolution Number XXXX was duly and regularly adopted by the City Council of the City of Perris at a regular meeting held the 22nd day of February, 2022, by the following called vote:

AYES: _____
NOES: _____
ABSENT: _____
ABSTAIN: _____

City Clerk, Nancy Salazar

Exhibit A

**COMMUNITY FACILITIES DISTRICT NO. 2018-02
(PUBLIC SERVICES DISTRICT)
OF THE CITY OF PERRIS, ANNEXATION NO. 8**

**CERTIFICATE OF THE ELECTION OFFICIAL
AS TO THE RESULTS OF THE CANVASS OF THE ELECTION RETURNS**

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

I, NANCY SALAZAR, City Clerk in my capacity as Elections Official in the City of Perris, California, in its capacity as the legislative body of the Community Facilities District No. 2018-02 (Public Services District) of the City of Perris, DO HEREBY CERTIFY, that pursuant to the provisions of Section 53325.4 of the Government Code and Division 15, commencing with Section 15000 of the Elections Code of the State of California, I did canvass the return of the votes cast at the Special Tax Election on February 22, 2022, held in

COMMUNITY FACILITIES DISTRICT NO. 2018-02 (PUBLIC SERVICES DISTRICT)
OF THE CITY OF PERRIS, ANNEXATION NO. 8

I FURTHER CERTIFY that the Statement of All Votes Cast, to which this certificate is attached, shows the total number of ballots case within the Property to be annexed to the District for the Proposition, and the totals of the respective columns and the totals as shown for the Proposition are full, true and correct.

WITNESS my hand and Official Seal this 22nd day of February, 2022.

CITY OF PERRIS, CALIFORNIA, acting as the
LEGISLATIVE BODY OF THE COMMUNITY
FACILITIES DISTRICT NO. 2018-02 (PUBLIC
SERVICES DISTRICT) OF THE CITY OF PERRIS

By: _____

City Clerk, Nancy Salazar

**COMMUNITY FACILITIES DISTRICT NO. 2018-02
(NORTH PERRIS PUBLIC SAFETY)
OF THE CITY OF PERRIS, ANNEXATION NO. 8**

**STATEMENT OF ALL VOTES CAST
SPECIAL TAX ELECTION**

	<u>Qualified Landowner Votes</u>	<u>Total Votes Cast</u>	<u>YES</u>	<u>NO</u>
City of Perris, Community Facilities District No. 2018-02 (Public Services District) of the City of Perris, ANNEXATION NO. 8, Special Election, February 22, 2022	7	_____	_____	_____

PROPOSITION A: Shall the Property be annexed and shall a Special Tax be levied within Community Facilities District No. 2018-02 (Public Services District) of the City of Perris, ANNEXATION NO. 8 to pay for the provision of all related administrative costs and expenses, necessary utility (water and electricity) costs, and related reserves for replacement of vehicles, equipment and facilities, including the costs incurred to determine, levy and collect the special taxes, including the compensation of City employees for administrative work performed in relation to the CFD, the fees of consultants and legal counsel, the charges imposed by the County for the levy and collection of special taxes on the property tax rolls, preparation of required reports, and amounts needed to cure actual or estimated delinquencies in special taxes for the current or previous fiscal years, to reimburse the City or any third parties for actual costs advanced that are related to the formation of the CFD, any amounts needed for operating reserves and capital reserves, and any other costs incurred in the administration of the CFD by the City, as authorized in the Resolution calling election adopted on February 22, 2022 and the Resolution of Intention referred to therein; and shall an appropriations limit be established for Community Facilities District No. 2018-02 (Public Services District) of the City of Perris, ANNEXATION NO. 8 pursuant to Article XIII B of the California Constitution, said appropriations limit to be equal to the amount of all proceeds of the special tax collected annually, as adjusted for changes in the cost of living and changes in population?



11.C.

CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

MEETING DATE: February 22, 2022

SUBJECT: Introduce for First Reading Ordinance No. (next in order) which Changes the Method of Electing City Council Members Other than the Mayor from At-Large to By-District, Adopts By-District Maps and Identifying the Number for Each District, and Establishes Related Procedures

REQUESTED ACTION: That the City Council waive further reading and introduce Ordinance No. (next in order), which is entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ADDING CHAPTER 2.06 TO THE PERRIS MUNICIPAL CODE, WHICH CHANGES THE ELECTION METHOD FOR MEMBERS OF THE CITY COUNCIL OTHER THAN THE MAYOR FROM AT-LARGE TO BY-DISTRICT, ADOPTS A MAP DESCRIBING THE BOUNDARIES AND IDENTIFYING NUMBER FOR EACH ELECTORAL DISTRICT, AND ESTABLISHES RELATED PROCEDURES

CONTACT: Eric L. Dunn, City Attorney

BACKGROUND/DISCUSSION:

I. Introduction

At its September 28, 2021, meeting, the City Council directed staff to begin the process of switching the election method for City Council members other than the Mayor from at-large elections to district-based elections.

The City Council then held a series of public hearings to receive and consider all comments and input regarding the potential composition of City Council districts. Ultimately, at the February 8, 2022, public hearing, the City Council considered Draft Maps 1 through 4 and selected District Map 4. The City Council then directed staff to prepare the necessary documents to switch the election system for members of the City Council other than the Mayor from at-large to by-district and, further, adopt District Map 4 such that by-district elections will occur beginning with election of members of the City Council for Districts 1 and 3 (as identified in District Map 4) at the November 2022 election.

II. By-District Election Ordinance

1. The ordinance does not apply to the election of the Mayor. The Mayor will continue to be elected at-large pursuant to Chapter 2.03 of the Perris Municipal Code.
2. The ordinance adopts Draft Map 4 as the "City Council District Map."
3. Members of the City Council other than the Mayor will be elected by-district. This means that the City will be divided into 4 districts pursuant to Draft Map 4 with 1 councilmember representing each district. Council members must reside and be registered to vote in their respective district. Any candidate for city council must reside in, and be a registered voter in, the district in which he or she seeks election at the time nomination papers are issued, pursuant to Elections Code Section 10227. The term of office remains unchanged at 4 years.
4. The ordinance adopts Draft Map 4, which generally can be amended only after a federal decennial census.
5. Districts 1 and 3 will be up for election in November of 2022 and, thereafter, every 4 years.
6. Districts 2 and 4 will be up for election in November of 2024 and, thereafter, every 4 years.
7. Current serving councilmembers will continue to occupy their at-large council seat until their term ends. After the applicable elections identified above, a person will occupy a "district" council seat.

Draft Map 4 must be adopted and submitted to the Riverside County Registrar of Voters by April 17, 2022, so that by-district based elections will occur beginning with the election in November of 2022.

III. Requested Action

The City Council is requested to waive further reading and introduce Ordinance No. (next in order).

BUDGET (or FISCAL) IMPACT: The process will continue to require legal and staff costs to prepare documents and staff reports, including the costs of a demographic consultant to assist in the analysis and drawing of the maps.

Prepared by: Robert Khuu, Assistant City Attorney

REVIEWED BY:

City Attorney X

Assistant City Manager _____

Deputy City Manager _____

Attachments:

1. Proposed Ordinance

Consent:

Public Hearing: X

Business Item: _____

Presentation: _____

Other: _____

ATTACHMENT 1

Proposed Ordinance

ORDINANCE NO. (next in order)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ADDING CHAPTER 2.06 TO THE PERRIS MUNICIPAL CODE, WHICH CHANGES THE ELECTION METHOD FOR MEMBERS OF THE CITY COUNCIL OTHER THAN THE MAYOR FROM AT-LARGE TO BY DISTRICT, ADOPTS A MAP DESCRIBING THE BOUNDARIES AND IDENTIFYING NUMBER FOR EACH ELECTORAL DISTRICT, AND ESTABLISHES RELATED PROCEDURES

WHEREAS, the City of Perris (“City”) currently elects the members of the City Council, including the mayor, using an at-large election system; and

WHEREAS, pursuant to Government Code Section 34886, the City Council has the authority to adopt an ordinance changing the system of elections in the City from an at-large elections system to a by district elections system with a mayor elected at-large; and

WHEREAS, the City Council now desires to adopt an ordinance changing the system of elections for members of the City Council other than the mayor in the City from an at-large elections system to a by district elections system with a mayor continued to be elected at-large; and

WHEREAS, the change in method for electing members of the City Council is made in furtherance of the purposes of the California Voting Rights Act of 2001 (Elections Code Section 14025, *et seq.*); and

WHEREAS, the City held district elections community engagement meetings on August 24, 2021, and September 7, 2021, wherein presentations were made to the public regarding district-based elections and to provide an opportunity for members of the public to ask questions and receive answers; and

WHEREAS, the City established a district election page on the City’s website; and

WHEREAS, pursuant to the requirements of Elections Code Section 10010, the City Council held duly-noticed public hearings on November 9, 2021, and November 30, 2021, in order to receive all testimony regarding the potential composition of City Council districts; and

WHEREAS, although the City established a tool for members of the public to draw district maps, no drafters of such district maps ultimately requested that the City Council consider such district maps from the public; and

WHEREAS, pursuant to the requirements of Elections Code Section 10010, the City Council held a duly-noticed public hearing regarding 3 proposed city-drafted district maps (numbered District Maps 1 through 3) on January 11, 2022; and

WHEREAS, after the January 11, 2022, public hearing, the City Council directed the City’s demographics consultant to modify Draft Map 3, which resulted in the creation of Draft Map 4; and

WHEREAS, pursuant to the requirements of Elections Code Section 10010, the City Council held a public hearing regarding all 4 proposed city-drafted district maps on February 8, 2022; and

WHEREAS, the 4 aforementioned city-drafted district maps are consistent with applicable law, including without limitation the requirements of Elections Code Section 21601; and

WHEREAS, after the public hearing on February 8, 2022, the City Council selected District Map 4 of the proposed district maps to establish the City Council electoral districts in the City, which is attached hereto as Exhibit “A,” and directed staff to prepare the necessary documentation to switch the election system for members of the city council other than the mayor from at-large to by district and to, further, adopt District Map 4 such that by district elections will occur beginning with election of members of the City Council for Districts 1 and 3 (as identified in District Map 4) at the November 2022 election; and

WHEREAS, on February 22, 2022, the City Council held a duly noticed public hearing after which the City Council voted to introduce this Ordinance for a first reading; and

WHEREAS, the City Council now desires to adopt this Ordinance to establish by district elections in four single-member districts with an mayor elected at-large in the City, and to adopt the map describing the boundaries and identifying number of the four City Council districts in the City.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PERRIS DOES HEREBY ORDAIN AS FOLLOWS:

Section 1. The above recitals are true and correct and incorporated herein by this reference.

Section 2. New Chapter 2.06. Chapter 2.06, entitled, “City Council Elections By district,” is hereby added to the Perris Municipal Code to read in its entirety as follows:

“CHAPTER 2.06 CITY COUNCIL ELECTIONS BY DISTRICT

- 2.06.010 Declaration of Purpose
- 2.06.020 Applicability
- 2.06.030 By district Elections for City Councilmembers
- 2.06.030 City Council Districts Adoption and Amendment
- 2.06.040 Commencement of By district Elections

2.06.010 Declaration of Purpose

The city council of the city hereby declares the purpose of this chapter is to further

the purposes of the California Voting Rights Act of 2001 (Elections Code Section 14025, *et seq.*), as amended.

2.06.020 Applicability

(a) This chapter shall apply to the election of members of the city council, but shall not apply to the election of the mayor. The mayor shall instead be elected pursuant to Chapter 2.03 of the Perris Municipal Code.

(b) For the purposes of this chapter, references to “member of the city council” or “city councilmember” shall not include the mayor.

2.06.030 By district Elections for City Councilmembers

(a) Pursuant to Government Code Section 34886, all members of the city council shall be elected by district in four single-member districts.

(b) All members of the city council shall be elected in the city council districts established in Section 2.06.040 and as such districts are subsequently amended as provided therein. All city council elections shall take place “by district” as that term is defined in Government Code Section 34871, meaning one member of the city council shall be elected from each district by the voters of that district alone. Each member of the city council shall serve a four-year term.

(c) Pursuant to Government Code Section 34882, the city councilmember elected to represent a district must reside in that district and be a registered voter in that district, and any candidate for city council must reside in, and be a registered voter in, the district in which he or she seeks election at the time nomination papers are issued, pursuant to Elections Code Section 10227.

2.06.040 City Council Districts Adoption and Amendment

(a) All members of the city council shall be elected on a by district basis from the City Council districts shown and numbered on the City Council District Map in Exhibit “A” of Ordinance No. (next in order) and on file in the City Clerk’s Office, which is hereby adopted and incorporated herein by this reference.

(b) The City Council districts described in subsection (a) shall be amended after each federal decennial census pursuant to Elections Code Section 21600 *et seq.* and, further, may otherwise be amended as permitted by applicable law. Further, except as otherwise required by applicable law, the City Council may make such amendments by adoption of a resolution.

2.06.050 Implementation of By District Elections

(a) The by district system of elections shall be implemented, beginning at the general municipal election held in November 2022, as follows:

1. Members of the city council shall be elected in Districts 1 and 3 beginning at the general municipal election in November 2022, and every four years thereafter; and

2. Members of the city council shall be elected in Districts 2 and 4 beginning at the general municipal election in November 2024, and every four years thereafter.

(b) Notwithstanding any other provision of this chapter, all members of the City Council in office at the time this chapter takes effect shall continue in office until the expiration of the at-large term to which they were elected.”

Section 3. Severability. If any subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance or any part thereof is for any reason held to be unconstitutional or otherwise unenforceable, such decision shall not affect the validity of the remaining portion of this Ordinance or any part thereof. The City Council hereby declares that they would have passed each subsection, subdivision, paragraph, sentence, clause, or phrase thereof, irrespective of the fact that any one or more subsection, subdivision, paragraph, sentence, clause, or phrase be declared unconstitutional or otherwise unenforceable.

Section 4. Effective Date. This Ordinance shall take effect immediately upon adoption pursuant to Government Code Section 36937(a) as an ordinance relating to an election.

Section 5. Certification. The City Clerk shall certify as to the passage and adoption of this Ordinance and shall cause the same to be posted at the designated locations in the City of Perris.

ADOPTED, SIGNED and APPROVED this __ day of _____, 2022.

MAYOR, MICHAEL M. VARGAS

ATTEST:

City Clerk, Nancy Salazar

EXHIBIT "A"

DISTRICT MAP

[Attached behind this page]



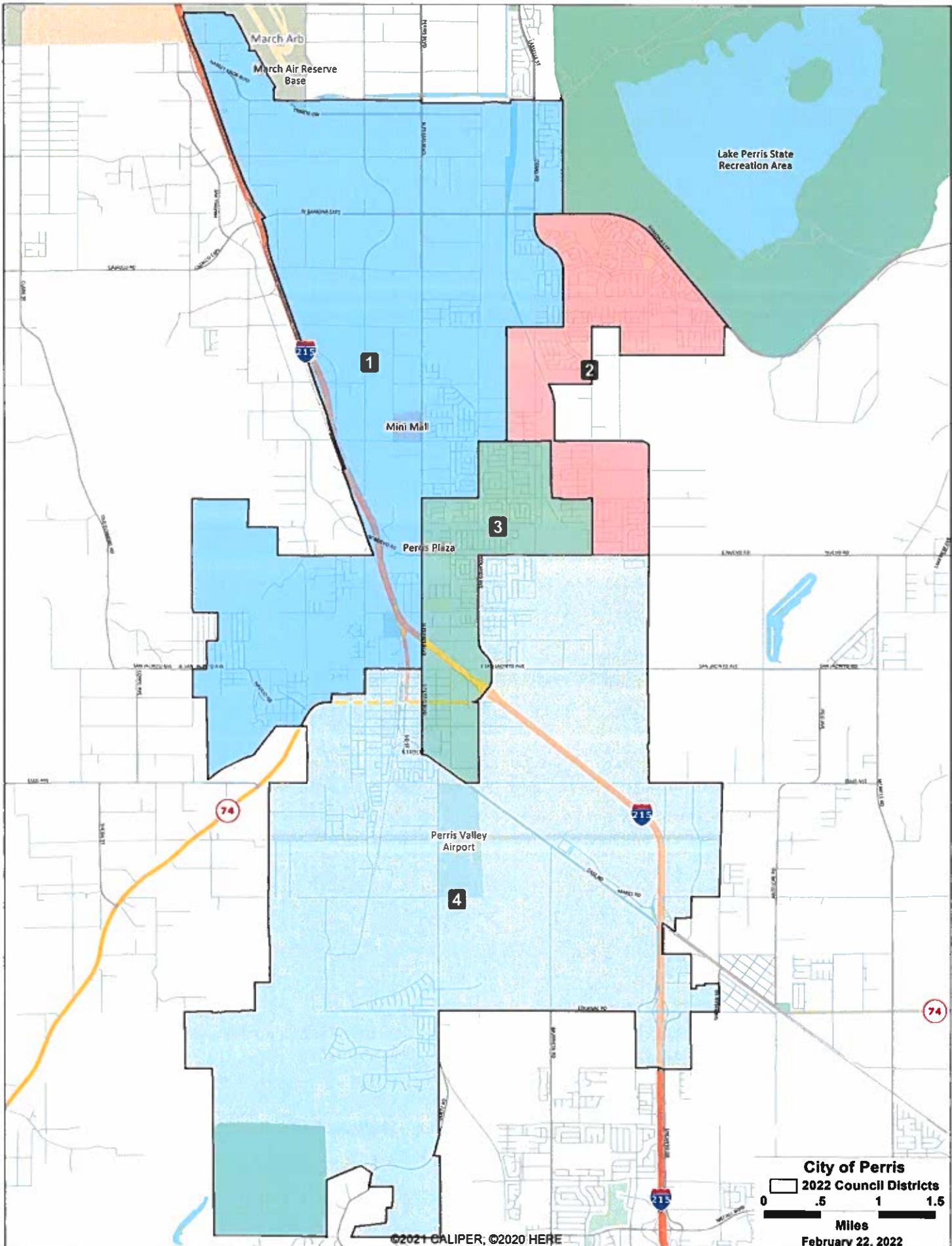
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City of Perris

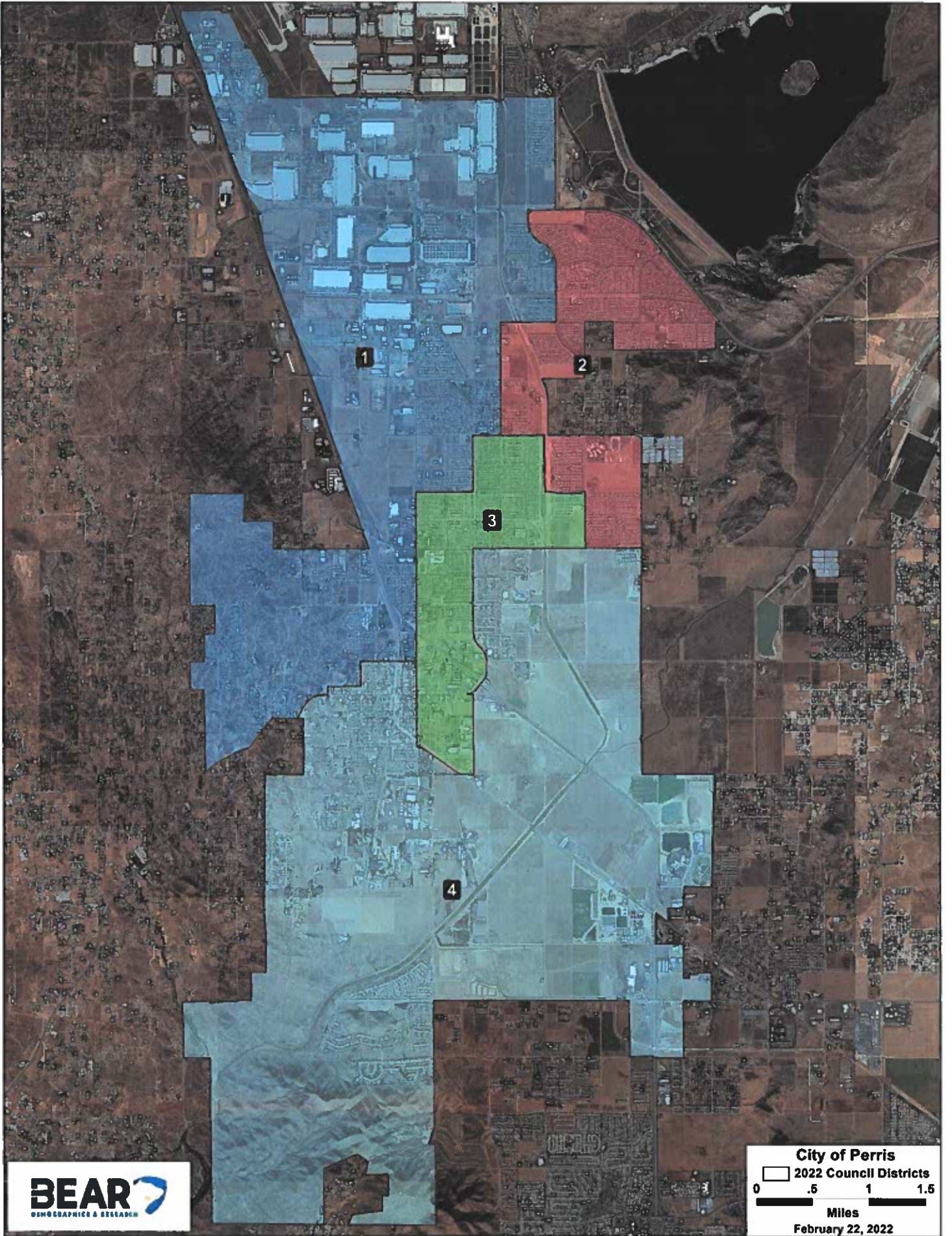
2022 City Council Boundaries Final Map

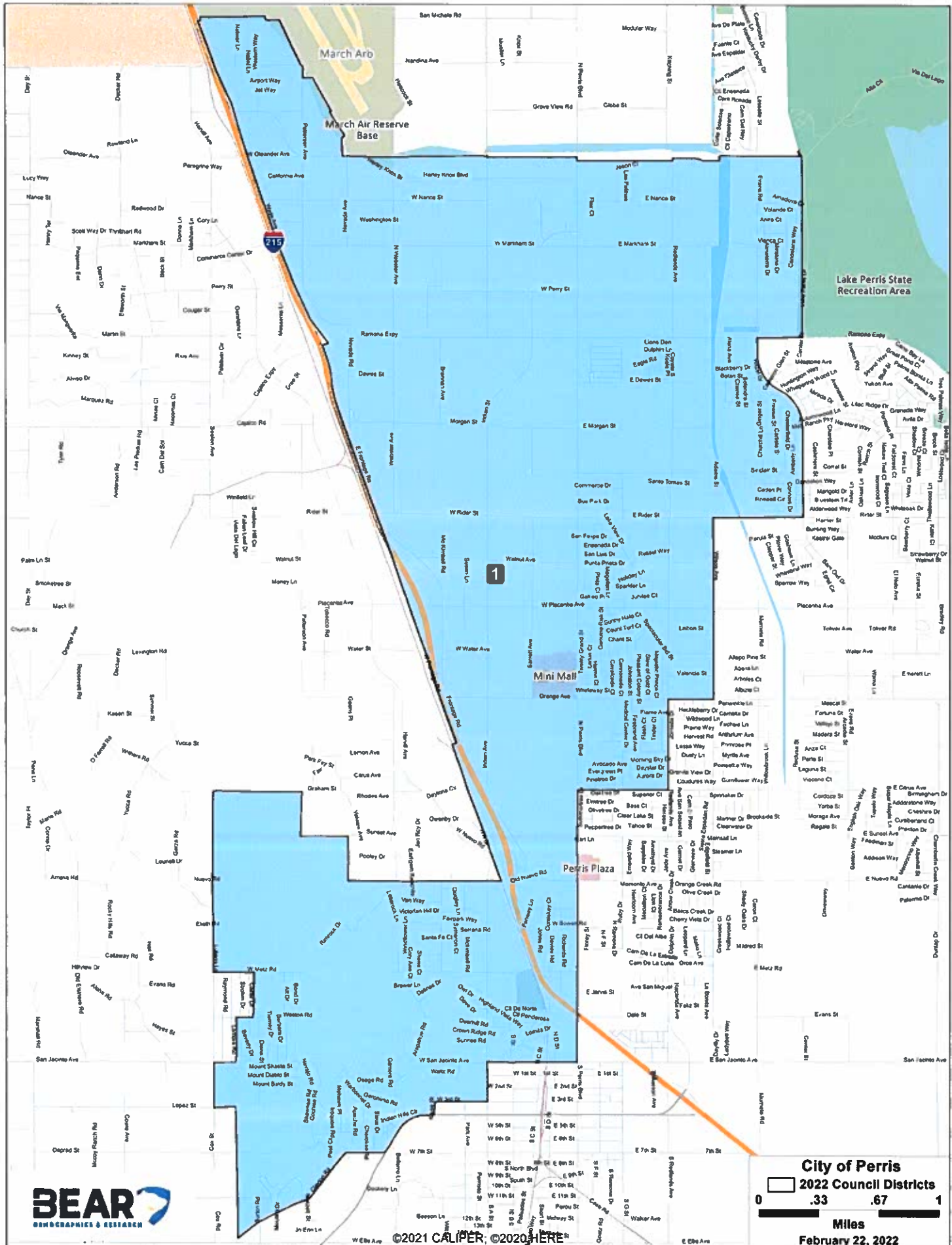
February 22, 2022



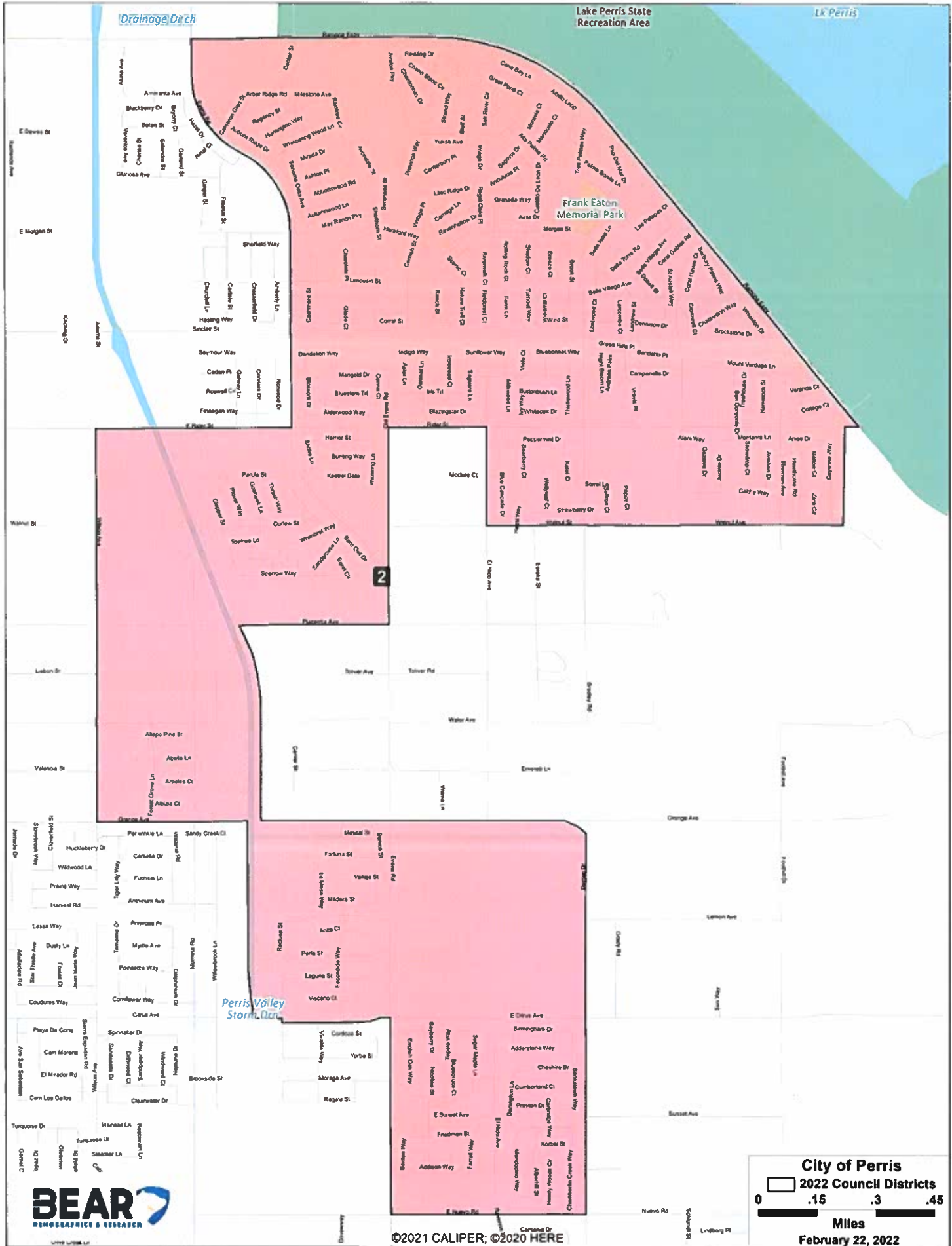
City of Perris
 2022 Council Districts
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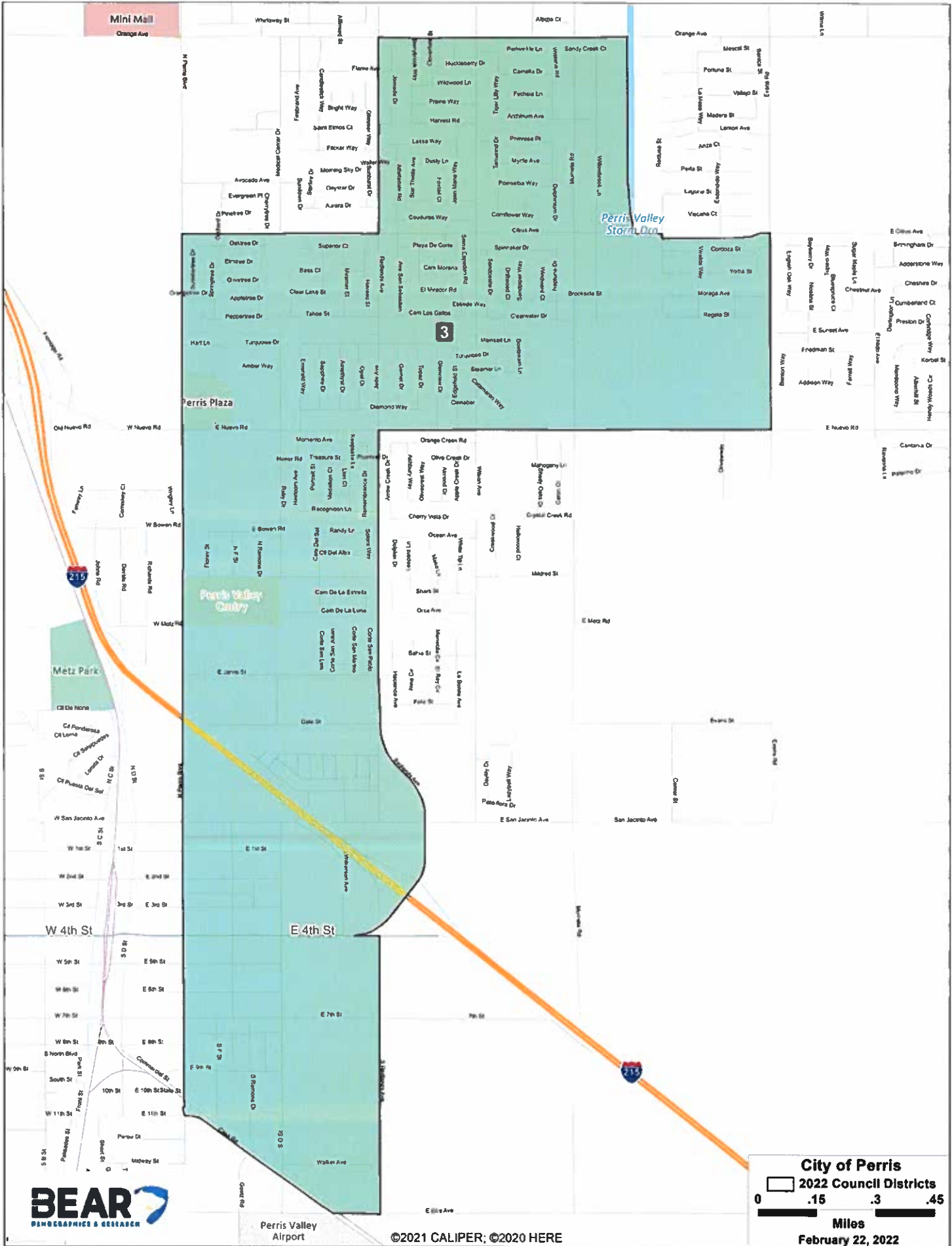
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City of Perris
 2022 Council Districts

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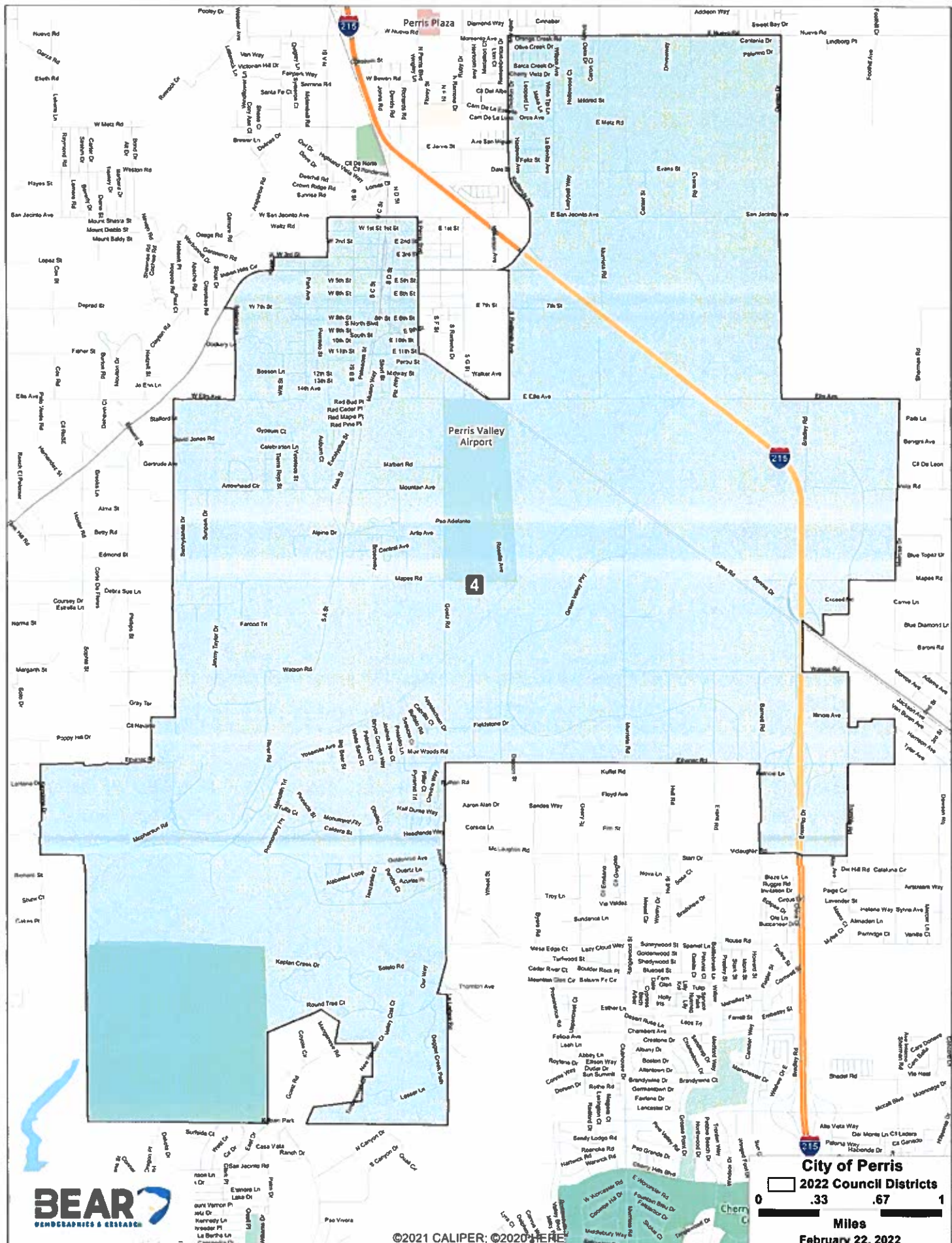


Perris Valley Airport

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City of Perris
 2022 Council Districts

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 February 22, 2022



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City of Perris
 2022 Council Districts
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 February 22, 2022

City of Perris 2022 Council Districts Demographic Profile

Council District	1	2	3	4	Total
Total Population (Pop) 2020 Adjusted	20,595	20,673	18,948	18,876	79,092
Deviation	822	900	(825)	(897)	
% Deviation	4.2%	4.6%	-4.2%	-4.5%	9.1%
Latino	77.2%	69.4%	78.4%	77.6%	75.6%
White	9.5%	8.2%	6.3%	8.2%	8.1%
Black	7.8%	14.1%	10.6%	9.2%	10.4%
American Indian	0.5%	0.3%	0.5%	0.5%	0.5%
Asian	3.5%	5.6%	2.7%	3.0%	3.7%
Hawaiian, Pacific Islander	0.3%	0.3%	0.3%	0.4%	0.3%
Other Race	0.7%	1.1%	0.6%	0.6%	0.7%
Multi Minority Race	0.6%	1.0%	0.6%	0.6%	0.6%
Voting Age Population (VAP) 2020 Adjusted	14,550	14,019	13,046	12,909	54,524
Latino	74.6%	67.9%	76.5%	75.6%	73.6%
White	11.2%	9.2%	7.2%	9.3%	9.3%
Black	8.1%	14.4%	11.1%	9.5%	10.8%
American Indian	0.5%	0.3%	0.5%	0.7%	0.5%
Asian	4.0%	6.2%	3.2%	3.5%	4.3%
Hawaiian, Pacific Islander	0.3%	0.3%	0.3%	0.5%	0.4%
Other Race	0.6%	0.9%	0.6%	0.6%	0.7%
Multi Minority Race	0.5%	0.9%	0.6%	0.4%	0.6%
Citizen Voting Age Population (CVAP) 2019	11,096	11,035	9,134	10,158	41,423
Latino	72.5%	58.7%	69.7%	73.9%	68.5%
White	12.8%	15.1%	7.7%	14.9%	12.8%
Black	9.6%	18.8%	17.5%	8.3%	13.5%
Asian	5.0%	6.5%	4.8%	2.2%	4.7%
All Other	0.2%	0.9%	0.1%	0.7%	0.5%

2020 Census State Adjusted Redistricting Data

2019 ACS CVAP Tabulation

City of Perris 2022 Council Districts Demographic Profile

Council District	1	2	3	4	Total
Total Households (By Household Income)	4,553	4,454	4,011	3,987	17,006
Less than \$35,000	26.2%	18.3%	28.7%	22.1%	23.7%
\$35,000 to \$75,000	36.8%	35.6%	32.8%	37.3%	35.7%
\$75,000 to \$150,000	28.2%	35.2%	35.0%	30.3%	32.1%
\$150,000 or more	8.8%	10.9%	3.6%	10.3%	8.5%
Population 25 years and over (By Education Level)	11,656	11,076	9,823	10,122	42,677
No High School Diploma	36.3%	25.6%	36.3%	35.6%	33.3%
Diploma, No College Degree	50.0%	51.8%	52.5%	52.7%	51.7%
Any College Degree	13.7%	22.5%	11.2%	11.7%	14.9%
Occupied Housing Units	4,553	4,454	4,011	3,987	17,006
Owner occupied	66.1%	72.4%	56.3%	57.9%	63.5%
Renter occupied	33.9%	27.6%	43.7%	42.1%	36.5%
Population 5 years and over (By Language Spoken at Home)	19,100	18,159	15,990	17,003	70,252
English only	31.0%	43.9%	29.5%	41.3%	36.5%
Spanish	66.1%	50.0%	68.1%	57.0%	60.2%
Asian and Pacific Island languages	2.4%	4.3%	1.7%	1.1%	2.4%
Other Indo-European languages	0.5%	1.9%	0.6%	0.5%	0.9%
Population With Poverty Status Determined (by Poverty Status and Age)	20,359	19,739	17,315	18,406	75,819
Income Below Poverty Level Past 12 Months	16.5%	15.9%	18.5%	15.9%	16.7%
Income At or Above Poverty Level Past 12 Months	83.5%	84.1%	81.5%	84.1%	83.4%

2019 ACS Reformatted Tables -Block Group Tabulation

2019 ACS Reformatted Tables -Tract Tabulation



CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

12.A.

MEETING DATE: February 22, 2022

SUBJECT: Purchase of a ShotSpotter Policing Technology

REQUESTED ACTION: Approve the Purchase and Agreement with ShotSpotter

CONTACT: Ernie Reyna, Deputy City Manager *ER*

BACKGROUND/DISCUSSION:

ShotSpotter is a leader in precision policing technology solutions that enable law enforcement to respond to, investigate and deter crime more effectively. The company's products are trusted by more than 120 U.S. cities. The platform includes its flagship product, ShotSpotter Respond, the leading gunshot location detection and forensic system, as well as ShotSpotter Connect, patrol management software that dynamically directs patrol resources to areas of greatest risk and more effectively helps deter crime.

ShotSpotter systems are deployed to provide coverage for a specified area, bounded by a specific coverage area perimeter. ShotSpotter will design the coverage area based up the Department's requirements and based upon analysis of historical crime data. For the City of Perris, the optimal square mileage of service will be four square miles based upon the City's highest crime areas using available analysis.

In addition, ShotSpotter helps law enforcement agencies by directing resources to the precise location of more than 90% of gunfire incidents. ShotSpotter rapidly notifies first responders of shootings via dispatch centers, in-vehicle computers, and smart phones. Instant alerts enable first responders to aid victims, collect evidence, and identify witnesses. ShotSpotter's actionable intelligence can then be used to prevent future crimes by positioning law enforcement in areas where gunfire related crime is likely to occur. ShotSpotter gunshot detection and location services are delivered as an easily implemented Software as a Service (SaaS) solution, with no requirement for customer investment in or maintenance of expensive hardware or software. ShotSpotter hosts, secures, monitors, and maintains the ShotSpotter infrastructure.

It is recommended that the City Council approve the two-year contract with ShotSpotter in an amount not to exceed \$478,000.

BUDGET (or FISCAL) IMPACT: The agreement with ShotSpotter is for a two-year period, which totals \$478,000. Each year, the total cost is \$239,000 which will cover a four-mile radius in the City of Perris. The first two miles are \$99,000, and each additional mile thereafter are \$70,000. The cost will be covered by the general fund, which will be offset by additional revenues from various sources, which will be discussed during the Mid-Year Budget Review.

Prepared by: Ernie Reyna, Deputy City Manager

REVIEWED BY:

City Attorney _____
Assistant City Manager _____
Deputy City Manager _____

Attachments:

1. Respond Services Agreement

Consent:
Public Hearing:
Business Item: X
Presentation:
Other:

ATTACHMENT 1

RESPOND SERVICE AGREEMENT

RESPOND SERVICES AGREEMENT



ShotSpotter, Inc.
39300 Civic Center Dr., Ste. 300
Fremont, CA 94538
+1.888.274.6877
info@shotspotter.com
www.shotspotter.com

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This ShotSpotter® Respond™ Services Agreement (this “Agreement”) is entered into by and between ShotSpotter, Inc. (referred to herein as “ShotSpotter”), with offices located at 39300 Civic Center Dr., Suite 300, Fremont, CA 94538, and the City of Perris, CA (hereinafter referred to as “Customer”), with offices located at 101 N. D Street, Perris, CA 92570, effective as of the last date of signature herein. ShotSpotter and Customer may also be referred to in this Agreement individually as a “Party” or collectively as the “Parties”.

This Agreement and its exhibits define the deliverables, implementation, and subscription services for ShotSpotter’s gunshot location system (“ShotSpotter® Respond™ Gunshot Detection, Location, and Forensic Analysis Service”) to be provided under this Agreement.

In consideration of the Parties’ mutual covenants and promises set forth in this Agreement, the Parties agree as follows:

1. EXHIBITS

The following exhibits (“Exhibits”) are attached to, and incorporated in this Agreement:

- A. ShotSpotter Proposal ID #PERCA012722
- B. Service Level Agreement

2. DEFINITIONS

All capitalized terms not otherwise defined in this Agreement shall have the meanings set forth below:

- A. Insight means the internet portal to which Customer will have access to Reviewed Alerts.
- B. Confidential Information means that information designated by either Party as confidential or proprietary as further defined in Section 6 of this Agreement.
- C. Coverage Area means the area in square miles covered by the Services as set forth in Exhibit A and any subsequent amendments thereto.
- D. Data means all data created, generated, modified, compiled, stored, kept, or displayed by ShotSpotter in performance of the Subscription Services, including the Software.
- E. Reviewed Alerts means the data reviewed by ShotSpotter’s incident review staff related to gunfire incidents detected by the ShotSpotter Gunshot Detection, Location, and Forensic Analysis Service.
- F. ShotSpotter Respond System means the ShotSpotter Respond Gunshot Detection, Location, and Forensic Analysis Service provided on a subscription basis under this Agreement.
- G. Software means the ShotSpotter Respond Gunshot Detection, Location, and Forensic Analysis Service, Reviewed Alerts, ShotSpotter Respond™, and ShotSpotter Dispatch™ and ShotSpotter® Insight applications to which Customer will have access under this Agreement on a subscription basis. The term Software shall also mean any new applications supplemental to the Subscription Services provided by ShotSpotter to Customer subsequent to the execution date of this Agreement, and if purchased by Customer, the ShotSpotter API Subscription License.

H. Subscription Services means the services provided to Customer on a subscription basis to access, and ShotSpotter's maintenance of, the Software.

I. System means collectively the Software and Subscription Services provided under this Agreement.

3. SUBSCRIPTION SERVICES

A. ShotSpotter will install the ShotSpotter Respond System in the Coverage Area specified in Exhibit A attached to this Agreement. ShotSpotter will host the Subscription Services and may update the functionality and Software of the Subscription Services from time to time at its sole discretion and in accordance with this Agreement.

B. ShotSpotter will be responsible for determining the location(s) for installation of acoustic sensor(s) (the "Sensors") that detect gunshot-like sounds, and obtaining permission from the premise's owner/property manager/lessee.

C. The ShotSpotter Respond System acoustic Sensor may use wired, wireless, or cellular wireless communications which necessitates the existence of a real-time data communications channel from each Sensor to the ShotSpotter hosted servers via a commercial carrier. The unavailability or deterioration of the quality of such wired, wireless, or wireless cellular communications may impact the ability of ShotSpotter to provide the Subscription Services. In such circumstances ShotSpotter will use commercially reasonable efforts to obtain alternate wired or wireless cellular communications or adjust the coverage area as necessary. In the event ShotSpotter is unable to do so, ShotSpotter will terminate the Subscription Services and refund a pro-rata portion of the annual Subscription Services fee to Customer.

D. ShotSpotter will provide Customer with user documentation, online help, written or recorded video training material, and other applicable documentation (as available).

E. ShotSpotter will provide reasonable efforts to respond via email to requests for support relating to incident classification as defined in the Support Level Matrix provided in Exhibit B.

F. During the term of this Agreement, ShotSpotter will provide real-time gunfire analysis and alert services. After an explosive (or impulsive) sound triggers enough ShotSpotter Sensors that an incident is detected and located, audio from the incident is sent to the ShotSpotter Incident Review Center (IRC) via secure, high-speed network connections for real-time qualification. Within seconds, a ShotSpotter professional reviewer analyzes audio data and recordings to confirm gunfire or explosions. The qualified alert is then sent directly to the Customer's dispatch center, PSAP, mobile/patrol officers, and any other relevant safety or security personnel, as determined by the Customer. ShotSpotter's IRC will review gunfire incidents as further defined in Exhibit B.

G. The Subscription Services provided under this Agreement shall consist of (i) providing access to the Customer of Reviewed Alerts delivered via the Insight password-protected internet portal and user interface supplied by ShotSpotter; (ii) providing Customer access to historical Reviewed Alerts and incident information via the Software; and (iii) other services as specified in this Agreement and its Exhibits.

H. ShotSpotter will use commercially reasonable efforts to respond to support requests as set forth in the Support Level Matrix provided in Exhibit B. These requests may be made to ShotSpotter

through one of the following methods: 1) email to support@shotspotter.com; 2) Live Chat through our ShotSpotter applications; 3) A phone call to our Customer Support organization at 888.274.6877, option 4. These are the only methods ShotSpotter will receive and respond to support requests.

A Tier 1 (as defined in the Support Matrix in Exhibit B) ShotSpotter Customer Support specialist will be responsible for receiving Customer reports of missed incidents, or errors in the Subscription Services, and, to the extent practicable over email or telephone, making commercially reasonable efforts to assist the Customer in resolving the Customer's reported problems. In the event the problem cannot be resolved within 24 hours, requiring further research and troubleshooting, ShotSpotter will use commercially reasonable efforts to resolve the issue within seventy-two (72) hours of receipt of the report. In the event that the ShotSpotter service is fully nonfunctional, and it is not due to power outage or other reasons that are outside of ShotSpotter's control, ShotSpotter will work continuously to restore functionality of the Subscription Services in accordance with the standard ShotSpotter user documentation provided with the Subscription Services as soon as reasonably possible, and no later than seventy-two (72) hours of receipt of the report.

I. FORENSIC REPORTS.

- i. Investigative Lead Summary ("ILS"). ShotSpotter provides an on-demand report available through the ShotSpotter Respond Application. The Investigative Lead Summary (ILS) provides useful details about the approximate location, timing, and sequence of each shot fired during an incident. The ILS is very valuable on scene, helping law enforcement find shell casings, confirm witness accounts, and identify suspects. ILS reports are available immediately after an incident occurs via the mobile, web, or desktop ShotSpotter Respond application (machine-generated). The ILS is not a court-admissible document.
- ii. Detailed Forensic Report ("DFR"). If requested by Customer, ShotSpotter will provide a DFR for any ShotSpotter-detected incidents, including Reviewed Alerts. The DFR is intended to be a court-admissible document used by attorneys as part of a court case for the exact, verified timing, sequence and location of each shot fired. Secondly, the DFR is available for use by law enforcement to obtain a search warrant or to investigate an Officer Involved Shooting.

DFRs must be requested in writing and addressed to the ShotSpotter Customer Support Department. Requests may be submitted via the Forensics Services page under the Law Enforcement tab on ShotSpotter's website (www.shotspotter.com). ShotSpotter will use commercially reasonable efforts to provide a DFR within ten (10) business days of receipt of the request.

J. EXPERT WITNESS SERVICES.

ShotSpotter offers reasonable expert witness services, including Reviewed Alerts, for an hourly fee as set forth in Exhibit A, as well as reimbursement of all travel and per diem costs. If requested to provide such services, ShotSpotter will invoice the Customer for the number of hours expended to prepare for and provide expert witness testimony, and actual travel expenses, upon completion of the services. Customer understands that ShotSpotter undertakes to provide individuals whose qualifications are sufficient for such services, but does not warrant that any person or his or her opinion will be accepted by every court. ShotSpotter requires at least fourteen (14) days prior notice

of such a requirement in writing from the Customer. Customer must include dates, times, specific locations, and a point of contact for ShotSpotter personnel. Due to the nature of legal proceedings, ShotSpotter cannot guarantee that its services described in this section shall produce the outcome, legal or otherwise, which Customer desires. Payment for expert witness services described shall be due and payable when services are rendered regardless of the outcome of the proceedings.

4. INITIAL TERM AND RENEWAL

The initial term of the Subscription Services shall be for a period of twenty-four (24) months commencing on the date that the Subscription Services are made available to the Customer via Insight.

The Subscription Services may be renewed for successive periods of one year each (or multiple years as mutually agreed upon in writing by the Parties), in accordance with the following procedure. ShotSpotter shall provide Customer with a renewal notice stating the renewal fees, terms, and conditions for the next successive renewal term approximately ninety (90) days prior to the expiration date of the then current term. Customer acknowledges that the Subscription Services fees, terms and conditions, and service levels hereunder are subject to change and that such fees, terms and conditions, and service levels may vary from those applicable to this Agreement in successive renewal terms. Annual Subscription fees are subject to increase at a rate of 5% for Customers whose annual subscription fee is less than the current ShotSpotter list price.

If Customer fails to renew prior to expiration of the then current subscription term, the Subscription Services will terminate in accordance with Section 5.C. At its discretion, ShotSpotter may remove the ShotSpotter Gunshot Detection, Location, and Forensic Analysis Service and any components from the Coverage Area at that time. If ShotSpotter does not remove the ShotSpotter Gunshot Detection, Location, and Forensic Analysis Service from the Coverage Area, Customer may reinstate the Subscription Services at a later date by renewing this Agreement and payment of the applicable reactivation and Subscription Services renewal fees; however, Customer will not have access to any Reviewed Alerts that they would have had access to during the lapsed period.

5. LICENSE, OWNERSHIP, AND DATA RIGHTS

In consideration for and subject to the payment of the annual Subscription Services fees as set forth in Exhibit A, Customer is granted a non-transferrable, non-exclusive and terminable license ("License") to use the Subscription Services and Data as set forth in this Section 5. Please read the terms and conditions of this Agreement carefully. By using the Subscription Services and Data, you agree to be bound by the terms and conditions of this Agreement. If you do not agree to these terms, you must notify ShotSpotter and discontinue any use of the Subscription Services and Data.

A. Rights in Data.

For the purposes of this Agreement, "Data" is defined as data, information, and electronic files created, generated, modified, compiled, displayed, stored or kept in the course of providing the Subscription Services, including, without limitation, information in Reviewed Alerts accessible through the Service and/or Software.

ShotSpotter shall own and have the unrestricted right to use the Data for internal purposes such as research or product development. ShotSpotter may provide, license, or sell Data on an

aggregated basis to third parties (excluding press or media) to be used for research or analytical purposes, or for law enforcement and/or security purposes.

ShotSpotter will not release or disseminate to any person or entity Data related to or consisting of specific forensic or law enforcement sensitive incident information pertaining to any active inquiry, investigation, or prosecution, unless in response to a valid order or subpoena issued by a court or other governmental body, or as otherwise required by law. ShotSpotter will not release, sell, license, or otherwise distribute the gunfire alert Data to the press or media without the prior express written consent of an authorized representative of the Customer.

Customer shall have the unrestricted right to download, make copies of, distribute, and use the Data within its own organization, exclusively for its own internal purposes, and for purposes of detecting and locating gunfire, routine archival recordkeeping, evidence preservation, and investigative, or evidentiary, and prosecutorial purposes. Customer shall not provide to, license the use of, or sell Data to any third parties, which restriction will not pertain to the collaboration with other law enforcement agencies for the purposes of investigating and prosecuting crimes detected by the ShotSpotter systems.

B. License and Restrictions.

Software and Subscription Services. The Software is the proprietary product of ShotSpotter, licensed to Customer on an annual subscription basis. The ShotSpotter Software may incorporate components supplied to ShotSpotter under license by third-party suppliers, and may be protected by United States patent, trade secret, copyright law and international treaty provisions. All such rights in and to the Software and Subscription Services any part thereof is the property of ShotSpotter or, if applicable, its suppliers. All right and title to the ShotSpotter computer programs, including, but not limited to related documentation, technology, know-how and processes embodied in or made available to Customer in connection with the Subscription Services, patent rights, copyrights, trade secret rights, trademarks, and services marks remain with ShotSpotter. Customer may not make any copies of the written materials or documentation that accompany any component of the Software, or use them, or any other information concerning the Subscription Services that ShotSpotter has designated as confidential, for any purpose other than bona fide use of the Subscription Services or Software for in accordance with the terms of this Agreement, nor allow anyone else to do so. Customer shall not: (i) modify, adapt, alter, translate, copy, perform, or display (publicly or otherwise) or create compilations, derivative, new, or other works based, in whole or in part, on the Software, or on the Subscription Services; (ii) merge, combine, integrate, or bundle the Software, in whole or in part, with other software, hardware, data, devices, systems, technologies, products, services, functions, or capabilities; (iii) transfer, distribute, make available the Subscription Services, or Software to any person other than Customer; or (iv) sell, resell, sublicense, lease, rent, or loan the Subscription Services or Software, in whole or in part. No component of the Subscription Services, or Software may be used to operate a service bureau, rental or time-sharing arrangement.

Data. Customer's rights to use the Data are defined in paragraph A of this section 5.

Nothing in this Agreement shall be construed as granting any right or title to the Software, Data or any component thereof, or any other intellectual property of ShotSpotter or its suppliers to Customer.

Customer shall not alter, remove or obscure any copyright, patent, trademarks, confidential, proprietary, or restrictive notices or markings on any component of the Subscription Services, Software or any documentation.

Customer acknowledges that the ShotSpotter System has been determined by the United States Department of State to be a controlled commodity, software and/or technology subject to the United States Export Administration Regulations of the U.S. Department of Commerce. Customer is specifically prohibited from the export, or re-export, transfer, consignment, shipment, delivery, downloading, uploading, or transmitting in any form, any ShotSpotter Software, Data, documentation, or any component thereof or underlying information or technology related thereto, to any third party, government, or country for any end uses except in strict compliance with applicable U.S. export controls laws, and only with the express prior written agreement of ShotSpotter. In the event that such written agreement is provided, Customer shall be responsible for complying with all applicable export laws and regulations of the United States and destination country, including, but not limited to the United States Export Administration Regulations of the U.S. Department of Commerce, including the sanctions laws administered by the U.S. Department of Treasury, Office of Foreign Assets Control (OFAC), the U.S. Anti-Boycott regulations, and any applicable laws of Customer's country. In this respect, no resale, transfer, or re-export of the ShotSpotter Respond System or any ShotSpotter Respond System component exported to Customer pursuant to a license from the U.S. Department of Commerce may be resold, transferred, or reported without prior authorization by the U.S. Government. Customer agrees not to export, re-export or engage in any "deemed export," or to transfer or deliver, or to disclose or furnish, to any foreign (non- U.S.) government, foreign (non-U.S.) person or third party, or to any U.S. person or entity, any of the ShotSpotter Respond System, or ShotSpotter Respond System components, Data, Software, Services, or any technical data or output data or direct data product thereof, or any service related thereto, in violation of any such restrictions, laws or regulations, or without all necessary registrations, licenses and or approvals. Customer shall bear all expenses relating to any necessary registrations, licenses or approvals.

Use, duplication, or disclosure by applicable U.S. government agencies is subject to restrictions as set forth in the provisions of DFARS 48 CFR 252.227-7013 or FAR 48 CFR 52.227-14, as applicable.

In addition to the foregoing, Customer shall not disclose, discuss, download, ship, transfer, deliver, furnish, or otherwise export or re-export any such item(s) to or through: (a) any person or entity on the U.S Department of Commerce Bureau of Industry and Security's List of Denied Persons or Bureau of Export Administration's anti-proliferation Entity List; (b) any person on the U.S. Department of State's List of Debarred Parties; (c) any person or entity on the U.S. Treasury Department Office of Foreign Asset Control's List of Specially Designated Nationals and Blocked Persons; or (d) any third party or for any end-use prohibited by law or regulation, as any and all of the same may be amended from time to time, or any successor thereto.

C. Termination.

Customer agrees that its right to use the Subscription Services, Software and Data will terminate following thirty (30) day's prior written notice due to a material breach of the terms of this Agreement, including failure to pay any sums to ShotSpotter when due, or failure to renew the Subscription Services prior to expiration of the then current subscription term unless such has been

cured within said thirty (30) day period. In the event of a breach of ShotSpotter's intellectual property rights, ShotSpotter at its sole discretion may terminate this Agreement immediately upon written notice to Customer. In the event of termination, Customer's access to the Data and Software will be terminated, and ShotSpotter will cease delivering Reviewed Alerts, and disable Customer's access to the Data. Customer agrees that ShotSpotter shall not be liable to Customer nor to any third party for any suspension of the Subscription Services resulting from Customer's nonpayment of the Subscription Services fees as described in this section.

D. Modification to, or Discontinuation of the Subscription Services.

Upon reasonable notice to Customer, ShotSpotter reserves the right at its discretion to modify, temporarily or permanently, the Subscription Services (or any part thereof). In the event that ShotSpotter modifies the Subscription Services in a manner which removes or disables a feature or functionality on which Customer materially relies, ShotSpotter, at Customer's request, shall use commercially reasonable efforts to restore such functionality to Customer. In the event that ShotSpotter is unable to substantially restore such functionality, Customer shall have the right to terminate the Agreement and receive a pro-rata refund of the annual Subscription Services fees paid under the Agreement for the subscription term in which this Agreement is terminated. Customer acknowledges that ShotSpotter reserves the right to discontinue offering the Subscription Services at the conclusion of Customer's then current term. Customer agrees that ShotSpotter shall not be liable to Customer or to any third party for any modification of the Subscription Services as described in this section.

E. New Applications.

From time to time, at ShotSpotter's discretion, ShotSpotter may release to its customer base, new applications supplemental to the Subscription Services. Customer's use of such new applications shall be subject to the license, warranty, intellectual property, and support terms of this Agreement. Prior to general release, ShotSpotter may request Customer to act as a pre-release test site for new applications, or major upgrades. Provided that Customer agrees in writing to such request, ShotSpotter will provide a pre-release package explaining the details and requirements for Customer's participation.

F. No Use by Third Parties.

Use by anyone other than Customer of the Subscription Services, documentation, and Data is prohibited, unless pursuant to a valid assignment of this Agreement as set forth in Section 18 of this Agreement.

6. CONFIDENTIALITY AND PROPRIETARY RIGHTS

A. ShotSpotter Privacy Policy.

ShotSpotter has structured its technology, processes and policies in such a way as to minimize the risk of privacy infringements from audio surveillance while still delivering important public safety benefits to its customers. These efforts to maintain privacy include the following:

- 1) ShotSpotter will not provide extended audio to customers beyond the audio snippet (1 second of ambient noise prior to a gunshot, the gunshot audio itself, and 1 second after

the incident). ShotSpotter will vigorously resist any subpoena or court order for extended audio that goes beyond an audio snippet.

- 2) ShotSpotter will not provide a list or database of the precise location of Sensors to police or the public if requested and will challenge any subpoenas for this location data.

B. ShotSpotter Confidential Information.

Customer acknowledges and agrees that the source code, technology, and internal structure of the Software, Data, and Subscription Services, as well as documentation, operations manual(s) and training material(s), are the confidential information and proprietary trade secrets of ShotSpotter, the value of which would be destroyed by disclosure to the public. Use by anyone other than Customer of the Subscription Services, documentation, and Data is prohibited, unless pursuant to a valid assignment under this Agreement. Unless prohibited by applicable law, the terms and conditions of this Agreement, including pricing and payment terms shall also be treated as ShotSpotter's confidential information. Customer shall not disassemble, decompile, or otherwise reverse engineer or attempt to reconstruct, derive, or discover any source code, underlying ideas, algorithms, formulae, routines, file formats, data structures, programming, routines, interoperability interfaces, drawings, or plans from the Software, or any data or information created, compiled, displayed, or accessible through the Subscription Services, in whole or in part. Customer agrees during the term of this Agreement, and thereafter, to hold the confidential information and proprietary trade secrets of ShotSpotter in strict confidence and to not permit any person or entity to obtain access to it except as required for the Customer's exercise of the license rights granted under this Agreement. Nothing in this Agreement is intended to or shall limit any rights or remedies under applicable law relating to trade secrets, including the Uniform Trade Secrets Act as enacted in applicable jurisdictions.

C. Customer Confidential Information

During the term of this Agreement or any subsequent renewals, ShotSpotter agrees to maintain Customer information designated by the Customer as confidential to which ShotSpotter gains access in the performance of its obligations under this Agreement, and not disclose such Customer Confidential Information to any third parties except as may be required by law. ShotSpotter agrees that Customer's Confidential Information shall be used solely for the purpose of performing ShotSpotter's obligations under this Agreement.

D. Obligations of the Parties.

The receiving Party's ("Recipient") obligations under this section shall not apply to any of the disclosing Party's ("Discloser") Confidential Information that Recipient can document: (a) was in the public domain at or subsequent to the time such Confidential Information was communicated to Recipient by Discloser through no fault of Recipient; (b) was rightfully in Recipient's possession free of any obligation of confidence at or subsequent to the time such Confidential Information was communicated to Recipient by such Discloser; (c) was developed by employees or agents of Recipient independently of and without reference to any of Discloser's Confidential Information; or (d) was communicated by Discloser to an unaffiliated third party free of any obligation of confidence. A disclosure by Recipient of any Discloser Confidential Information (a) in response to a valid order by a court or other governmental body; (b) as otherwise required by law; or (c) necessary to establish the rights of either party under this Agreement shall not be considered to be a breach of

this Agreement by the Recipient; provided, however, that Recipient shall provide prompt prior written notice thereof to the Discloser to enable Discloser to seek a protective order or otherwise prevent such disclosure. The Recipient shall use reasonable controls to protect the confidentiality of and restrict access to all Confidential Information of the Discloser to those persons having a specific need to know for the purpose of performing the Recipient's obligations under this Agreement. The Recipient shall use controls no less protective than Recipient uses to secure and protect its own confidential, but not "Classified" or otherwise Government-legended, information. Upon termination of this Agreement the Recipient, as directed by the Discloser, shall either return the Discloser's Confidential Information, or destroy all copies thereof and verify such destruction in writing to the Discloser.

Unless the Recipient obtains prior written consent from the Discloser, the Recipient agrees that it will not reproduce, use for purposes other than those expressly permitted in this Agreement, disclose, sell, license, afford access to, distribute, or disseminate any information designated by the Discloser as confidential.

7. LIMITED WARRANTIES

ShotSpotter warrants that the Software will function in substantial conformity with the ShotSpotter documentation accompanying the Software and Subscription Services. The Software covered under this warranty consists exclusively of the ShotSpotter Dispatch, ShotSpotter Respond, and ShotSpotter Insight applications and user interface made available to the Customer under this Agreement. ShotSpotter will provide support services as defined in Exhibit B Service Level Agreement.

- A. ShotSpotter further warrants that the Subscription Services, Data, and Software shall be free of viruses, Trojan horses, worms, spyware, or other malicious code or components.
- B. The Subscription Services are not designed, sold, or intended to be used to detect, intercept, transmit, or record oral or other communications of any kind. ShotSpotter cannot control how the Subscription Services are used, and, accordingly, ShotSpotter does not warrant or represent, expressly or implicitly, that use of the Subscription Services will comply or conform to the requirements of federal, state, or local statutes, ordinances, and laws, or that use of the Subscription Services will not violate the privacy rights of third parties. Customer shall be solely responsible for using the Subscription Services in full compliance with applicable law and the rights of third persons.
- C. ShotSpotter does not warrant or represent, expressly or implicitly, that the Software or Subscription Services or its use will: result in the prevention of crime, apprehension or conviction of any perpetrator of any crime, or detection of any criminal; prevent any loss, death, injury, or damage to property due to the discharge of a firearm or other weapon; in all cases result in a Reviewed Alert for all firearm discharges within the designated coverage area; or that the ShotSpotter-supplied network will remain in operation at all times or under all conditions.
- D. ShotSpotter expressly disclaims, and does not undertake or assume any duty, obligation, or responsibility for any decisions, actions, reactions, responses, failure to act, or inaction, by Customer as a result of or in reliance on, in whole or in part, any Subscription Services or Reviewed Alerts provided by ShotSpotter, or for any consequences or outcomes, including any death, injury, or loss or damage to any property, arising from or caused by any such decisions, actions, reactions,

responses, failure to act, or inaction. It shall be the sole and exclusive responsibility of the Customer to determine appropriate decisions, actions, reactions, or responses, including whether or not to dispatch emergency responder resources. The Customer hereby expressly assumes all risks and liability associated with any and all action, reaction, response, and dispatch decisions, and for all consequences and outcomes arising from or caused by any decisions made or not made by the Customer in reliance, in whole or in part, on any Subscription Services provided by ShotSpotter, including any death, injury, or loss or damage to any property.

- E. Any and all warranties, express or implied, of fitness for high-risk purposes requiring fail-safe performance are hereby expressly disclaimed.
- F. The Parties acknowledge and agree that the Subscription Services is not a consumer good, and is not intended for sale to or use by or for personal, family, or household use.

EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 7, SHOTSPOTTER MAKES AND CUSTOMER RECEIVES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF NON-INFRINGEMENT, QUALITY, SUITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

8. CUSTOMER OBLIGATIONS.

Customer acknowledges and agrees that ShotSpotter's duties, including warranty obligations, and ability to perform its obligations to Customer under this Agreement shall be predicated and conditioned upon Customer's timely performance of and compliance with Customer's obligations hereunder, including, but not limited to:

- A. Customer agrees to pay all sums due under this Agreement when they are due pursuant to the payment terms in Exhibit A for implementation, and ongoing annual subscription fees. Actual access and use of the ShotSpotter Service shall constitute evidence that the Subscription Services are active, and the final implementation payment is due.

Customer's address for invoicing:

The City of Perris
Attn: Accounts Payable
101 N. D Street
Perris, CA 92570

- B. Customer agrees to use reasonable efforts to timely perform and comply with all of Customer's obligations allocated to Customer under this Agreement, including providing assistance to ShotSpotter, as needed in obtaining premise permissions for installation of the Sensors.
- C. Customer shall not permit any alteration, modification, substitution, or supplementation of the ShotSpotter Subscription Services or web portal, or the combining, connection, merging, bundling, or integration of the ShotSpotter Subscription Services or web portal into or with any other system, equipment, hardware, software, technology, function, or capability, without ShotSpotter's express prior written consent.
- D. Unless otherwise expressly agreed in advance in writing by ShotSpotter, Customer shall not authorize or appoint any contractors, subcontractors, original equipment manufacturers, value

added integrators, systems integrators, or other third parties to operate, or have access to any part of the Subscription Services.

- E. In order to use the Subscription Services, Customer must have and maintain access to the World Wide Web to enable a secure https connection from the Customer's workstation(s) to ShotSpotter's hosted services, either directly or through devices that access Web-based content. Customer must also provide all equipment necessary to make such (and maintain such) connection.
- F. ShotSpotter will assist the Customer in initially setting up passwords and user names for Customer's employees, agents, or representatives to whom Customer designates access to the Subscription Services ("Authorized Users"). Thereafter, Customer shall be responsible for assigning passwords and user names for its Authorized Users. Customer shall be responsible for maintaining the confidentiality and use of Customer's password and user names and shall not allow passwords and/or user names to be shared by Authorized Users; nor shall Customer permit any unauthorized users to access the Subscription Services.
- G. Customer shall comply with all applicable laws, rules and regulations relating to the goods and services provided hereunder.

9. INTELLECTUAL PROPERTY INFRINGEMENT

ShotSpotter will, at its expense, defend and indemnify Customer from and against losses, suits, damages, liability, and expenses (including reasonable attorney fees) arising out of a claim asserted in a lawsuit or action against the Customer by a third party unrelated to the Customer, in which such third party asserts a claim that the Subscription Services and/or Software, when used in accordance with ShotSpotter's user documentation, infringes any United States patent which was issued by the U.S. Patent and Trademark Office, or United States copyright which was registered by the U.S. Copyright Office, as of the effective date of Customer's agreement to license the ShotSpotter Respond System (collectively "Action"), provided that Customer provides ShotSpotter with reasonably prompt notice of any such Action, or circumstances of which Customer becomes aware that could reasonably be expected to lead to such Action including but not limited to any cease and desist demands or warnings, and further provided that Customer cooperates with ShotSpotter and its defense counsel in the investigation and defense of such Action.

ShotSpotter shall have the right to choose counsel to defend such suit and/or action, and to control the settlement (including determining the terms and conditions of settlement) and the defense thereof. Customer may participate in the defense of such action at its own expense.

This Section 9 shall not apply and ShotSpotter shall have no obligation to defend and indemnify Customer in the event the Customer or a third party modifies, alters, substitutes, or supplements any of the Subscription Services, or Software, or to the extent that the claim of infringement arises from or relates to the integration, bundling, merger, or combination of any of the same with other hardware, software, systems, technologies, or components, functions, capabilities, or applications not licensed by ShotSpotter as part of the Subscription Services, nor shall it apply to the extent that the claim of infringement arises from or relates to meeting or conforming to any instruction, design, direction, or specification furnished by the Customer, nor to the extent that the Subscription Services or Software are used for or in connection with any purpose, application, or function other than detecting and locating gunshots exclusively through acoustic means.

If, in ShotSpotter's opinion, the Subscription Services, or Software may, or is likely to become, the subject of such a suit or action, does become the subject of a claim asserted against Customer in a lawsuit which ShotSpotter is or may be obliged to defend under this section, or is determined to infringe the foregoing patents or copyrights of another in a final, non-appealable judgment subject to ShotSpotter's obligations under this section, then ShotSpotter may in full and final satisfaction of any and all of its obligations under this section, at its option: (1) procure for Customer the right to continue using the affected Subscription Services or Software, (2) modify or replace such Subscription Services or Software to make it or them non-infringing, or (3) refund to Customer a pro-rata portion of the annual Subscription Services fees paid for the Subscription Services for the term in which the Agreement is terminated.

This Section 9 states the entire liability of ShotSpotter and is Customer's exclusive remedy for or relating to infringement or claims or allegations of infringement of any patent, copyright, or other intellectual property rights in or to the Subscription Services, the ShotSpotter Gunshot Detection, Location and Forensic Analysis Service components, and Software. This section is in lieu of and replaces any other expressed, implied, or statutory warranty against infringement of any and all intellectual property rights.

10. INDEMNIFICATION AND LIMITATION OF LIABILITY

ShotSpotter shall, at its expense, indemnify, defend, save, and hold Customer harmless from any and all claims, lawsuits, or liability, including attorneys' fees and costs, arising out of, in connection with, any loss, damage, or injury to persons or property to the extent of the gross negligence, or wrongful act, error, or omission of ShotSpotter, its employees, agents, or subcontractors as a result of ShotSpotter's or any of its employees, agents, or subcontractor's performance pursuant to this Agreement. ShotSpotter shall not be required to indemnify Customer for any claims or actions caused to the extent of the negligence or wrongful act of Customer, its employees, agents, or contractors. Notwithstanding the foregoing, if a claim, lawsuit, or liability results from or is contributed to by the actions or omissions of Customer, or its employees, agents, or contractors, ShotSpotter's obligations under this provision shall be reduced to the extent of such actions or omissions based upon the principle of comparative fault.

In no event shall either Party, or any of its affiliates or any of its/their respective directors, officers, members, attorneys, employees, or agents, be liable to the other Party under any legal or equitable theory or claim, for lost profits, lost revenues, lost business opportunities, exemplary, punitive, special, indirect, incidental, or consequential damages, each of which is hereby excluded by agreement of the Parties, regardless of whether such damages were foreseeable or whether any Party or any entity has been advised of the possibility of such damages.

Except for its Intellectual Property infringement indemnity obligations under Section 9 of this Agreement, ShotSpotter's cumulative liability for all losses, claims, suits, controversies, breaches or damages for any cause whatsoever arising out of or related to this Agreement, whether in contract, tort, by way of indemnification or under statute, and regardless of the form of action or legal theory shall not exceed two (2) times the amount paid to ShotSpotter under this Agreement, or the amount of insurance maintained by ShotSpotter available to cover the loss, whichever is greater. The foregoing limitations shall apply without regard to any failure of essential purpose of any remedies given herein.

11. DEFAULT AND TERMINATION; REMEDIES

Either Party may terminate this Agreement in the event of a material breach of the terms and conditions of this Agreement upon thirty (30) days' prior written notice to the other Party; provided that the Party alleged to be in breach has not cured such breach within said thirty (30) day period.

In addition to the termination provisions in Section 5.C for failure to pay annual Subscription Services fees, upon the occurrence of a material breach of Customer's obligations under this Agreement not susceptible to cure as provided in the preceding paragraph, ShotSpotter may at its option, effective immediately upon written notice to Customer, either: (i) terminate ShotSpotter's future obligations under this Agreement, terminate Customer's License to use the Subscription Services and Software, or (ii) accelerate and declare immediately due and payable all remaining charges for the remainder of the Agreement and proceed in any lawful manner to obtain satisfaction of the same. In either case, Customer shall also be responsible for paying court costs and reasonable attorneys' fees incurred by or on behalf of ShotSpotter, as well as applicable repossession, shipping, repair, and refurbishing costs.

12. TAXES

Unless otherwise included as a line item in Exhibit A, the fees due under this Agreement exclude any sales, use, value added or similar taxes that may be imposed in connection with this Agreement. Customer agrees that it shall be solely responsible for payment, or reimbursement to ShotSpotter as applicable, of all sales, use, value added or similar taxes imposed upon this Agreement by any level of government, whether due at the time of sale or asserted later as a result of audit of the financial records of either Customer or ShotSpotter. If exempt from such taxes, Customer shall provide to ShotSpotter written evidence of such exemption. Customer shall also pay any personal property taxes levied by government agencies based upon Customer's use or possession of the items acquired or licensed in this Agreement.

13. NOTICES

Any notice or other communication required or permitted to be given under this Agreement shall be in writing delivered to the address set forth in this Agreement by certified mail return receipt; overnight delivery services; or delivered in person. A Party's address may be changed by written notice to the other Party.

14. FORCE MAJEURE

In no event shall ShotSpotter be liable for any delay or default in its performance of any obligation under this Agreement caused directly or indirectly by an act or omission of Customer, or persons acting under its direction and/or control, fire, flood, act of God, an act or omission of civil or military authority of a state or nation, strike, lockout, or other labor disputes, inability to secure, delay in securing, or shortage of labor, materials, supplies, transportation, or energy, failures, outages or denial of services of wireless, power, telecommunications, or computer networks, acts of terrorism, sabotage, vandalism, hacking, natural disaster or emergency, war, riot, embargo, or civil disturbance, breakdown or destruction of plant or equipment, or arising from any cause whatsoever beyond ShotSpotter's reasonable control. At ShotSpotter's option and following notice to Customer, any of the foregoing causes shall be deemed to suspend such obligations of ShotSpotter so long as any such cause shall prevent or delay performance, and ShotSpotter agrees to make and Customer agrees to accept performance of such obligations whenever such cause has been remedied.

15. ENTIRE AGREEMENT

This Agreement and its Exhibits represent the entire agreement and understanding of the Parties and a final expression of their agreements with respect to the subject matter of this Agreement and supersedes all prior written or oral agreements, representations, understandings, or negotiations with respect to the matters covered by this Agreement.

16. GOVERNING LAW

The validity, performance, and construction of this Agreement shall be governed by the laws of the state of California, without giving effect to the conflict of law principles thereof. The United Nations Convention on Contracts for the International Sale of Goods is expressly disclaimed and shall not apply.

17. NO WAIVER

No term or provision of this Agreement shall be deemed waived and no breach excused unless such waiver or consent is in writing and signed by both Parties. Any consent by either Party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of, or excuse for any other, different, prior, or subsequent breach.

The failure of either Party to enforce at any time any of the provisions of this Agreement shall not constitute a present or future waiver of any such provisions or the right of either Party to enforce each and every provision.

18. SEVERABILITY

If any term, clause, sentence, paragraph, article, subsection, section, provision, condition or covenant of this Agreement is held to be invalid or unenforceable, for any reason, it shall not affect, impair, invalidate or nullify the remainder of this Agreement, but the effect thereof shall be confined to the term, clause, sentence, paragraph, article, subsection, section, provision, condition or covenant of this Agreement so adjudged to be invalid or unenforceable.

19. DISPUTE RESOLUTION

If the Parties disagree as to any matter arising under this Agreement or the relationship and dealings of the Parties hereto, then at the request of either Party, ShotSpotter and Customer shall promptly consult with one another and make diligent, good faith efforts to resolve the disagreement by negotiation prior to either Party taking legal action. If such negotiations do not resolve the dispute within sixty (60) days of the initial request, either Party may take appropriate legal action.

20. ASSIGNMENT

This Agreement may not be assigned or transferred by either Party, nor any of the rights granted herein, in whole or in part, by operation of law or otherwise, without the other Party's express prior written consent, which shall not be unreasonably withheld. Provided, however, that ShotSpotter may assign or transfer this Agreement and/or ShotSpotter's rights and obligations hereunder, in whole or in part, in the event of a merger or acquisition of all or substantially all of ShotSpotter's assets. No assignee for the benefit of Customer's creditors, custodian, receiver, trustee in bankruptcy, debtor in possession, sheriff, or any other officer of a court, or other person charged with taking custody of Customer's assets or business, shall have any right to continue or to assume or to assign these without ShotSpotter's express consent.

21. COMPLIANCE WITH LAWS

During the term of this Agreement ShotSpotter will comply with all applicable local, state, and federal laws, statutes and regulations.

22. EQUAL EMPLOYMENT OPPORTUNITY

ShotSpotter is committed to equal-employment principles, and the provisions outlined in the Equal Opportunity Clauses of Executive Order 11246, (41 CFR 60- 1.4), section 503 of the Rehabilitation Act of 1973, (41 CFR 60-741.5(a)), section 402 of the Vietnam Era Veterans Readjustment Act of 1974, (41 CFR 60-250.5(a)), and, the Jobs for Veterans Act of 2003, (41 CFR 60-300.5(a)) as well as any other regulations pertaining to these orders. ShotSpotter's decisions and criteria governing its hiring and employment practices are made in a non-discriminatory manner, without regard to age, race, color, national origin, citizenship status, gender (including pregnancy, childbirth or medical condition related to pregnancy or childbirth), gender identity or expression, sex, religion, creed, physical or mental disability, medical condition, legally protected genetic information, marital status, veteran status, military status, sexual orientation, or any other factor determined to be an unlawful basis for such decisions by federal, state, or local statutes.

23. GENERAL PROVISIONS

- A. This Agreement shall be binding on and inure to the benefit of the Parties and any permitted successors and assigns; however, nothing in this paragraph shall be construed as a consent to any assignment by either Party except as provided in Section 20 of this Agreement.
- B. This Agreement shall not become a binding contract until signed by an authorized representative of each Party, effective as of the date of signature.
- C. This Agreement may be executed in any number of identical counterparts, each of which shall be deemed a duplicate original.
- D. The provisions of this Agreement shall not be construed in favor of or against either Party because that Party or its legal counsel drafted this Agreement, but shall be construed as if all Parties prepared this Agreement.
- E. A facsimile or scanned signature copy of this Agreement and its Exhibits, notices and documents prepared under this Agreement shall be considered an original. The Parties agree that any document in electronic format or any document reproduced from an electronic format shall not be denied legal effect, validity, or enforceability, and shall meet any requirement to provide an original or hard copy.
- F. This Agreement is made for the benefit of the Parties, and is not intended to benefit any third party or be enforceable by any third party. The rights of the Parties to terminate, rescind, or agree to any amendment, waiver, variation or settlement under or relating to this Agreement are not subject to the consent of any third party.

EACH PARTY'S ACCEPTANCE HEREOF IS EXPRESSLY LIMITED TO THE TERMS OF THIS AGREEMENT AND NO DIFFERENT OR ADDITIONAL TERMS CONTAINED IN ANY CONFIRMATION, PURCHASE ORDER, AMENDMENT OR OTHER BUSINESS FORM, WRITING OR MATERIAL SHALL HAVE ANY FORCE OR EFFECT UNLESS EXPRESSLY AGREED TO IN WRITING BY THE PARTIES.

CITY OF PERRIS, CA

SHOTSPOTTER, INC.

Accepted By (Signature)

Accepted By (Signature)

Printed Name

Printed Name

Title

Title

Date

Date

EXHIBIT A – SHOTSPOTTER PROPOSAL

ShotSpotter Proposal No.: PERCA012722 (Attached)

EXHIBIT B – SERVICE LEVEL AGREEMENT
ShotSpotter Respond Gunshot Location System
Reviewed Alert Service Levels
Summary

Under the terms and conditions of the ShotSpotter Services Agreement between ShotSpotter, Inc. ("ShotSpotter") and Customer, ShotSpotter commits to meet or exceed the following Service Level Agreement (SLA) standards as it provides its ShotSpotter Gunshot Location Services¹:

Service	SLA and Measurement
Gunshot Detection & Location	90% of unsuppressed, outdoor gunfire incidents, using standard, commercially available rounds greater than .25 caliber, inside the Coverage Area will be detected and located within 25 meters of the actual gunshot location.
Reviewed Alerts	90% of gunshot incidents will be reviewed and published in less than 60 seconds.
Service Availability	The ShotSpotter Gunshot Location System service will be available to the Customer 99.9% of the time with online access to ShotSpotter data, excluding scheduled maintenance windows.

Gunshot Detection & Location Performance

ShotSpotter will detect and accurately locate to within 25 meters of the actual gunshot location 90% of unsuppressed, outdoor gunshots fired inside the contracted coverage area using standard, commercially available rounds greater than .25 caliber.

Reviewed Alerts Service

The ShotSpotter real-time Incident Review Center (IRC) will review at least 90% of all gunfire incidents within 60 seconds. This human review is intended to confirm or change the machine classification of the incident type, and, depending on the reviewer's confidence level that the incident is or may be gunfire, will result in an alert ("Reviewed Alert") sent to the Customer's dispatch center, patrol car mobile data terminals (MDT), and officer smartphones (via the ShotSpotter App), based on the following criteria:

Incident Type	Action
High confidence incident is gunfire	Reviewed Gunfire Alert, (Single Gunshot "SG" or Multiple Gunshots "MG") sent to Customer's dispatch center, patrol car mobile data terminals (MDT), and officer smartphones (via the ShotSpotter Respond App)
Uncertain if incident is gunfire or not	Reviewed Probable Gunfire ("PG") Alert sent to Customer's dispatch center, patrol car MDTs, and officer smartphones
Low confidence incident is gunfire	No alert will be sent; incident available for Customer review in the incident history available through Insight

¹ See attached "ShotSpotter – Definition of Key Terms" for a complete definition of terms associated with this SLA and further details in the expanded definitions listed below the Summary. The basis for this SLA and performance measurement will be total gunshot incidents as defined by the Definition of Key Terms.

Reviewed Alerts are sent to the Customer's dispatch center, patrol car MDTs, and officer smartphones. Information in a Reviewed Alert will include the following:

- "Dot on the map" with latitude and longitude indicating the location of the incident.
- Parcel address closest to location of the incident.
- When available, additional situational awareness data points may be included, such as:
 - Qualitative data on the type/severity of incident: Fully automatic, High Capacity
 - Other comments (if any)

The ShotSpotter Respond App, and Insight provide the Customer with full and immediate access to incident history including information ShotSpotter uses in its internal review process. This information includes, among other things, the initial incident classification and any reclassifications of an incident, incident audio wave forms, and incident audio files. This data access is available as long as the Customer is under active subscription.

Service Availability

The ShotSpotter Respond System² will be able to detect gunfire and available to users with online access to ShotSpotter data 99.9% of the time, on a 24x7 by 365 day per year basis, excluding: a) scheduled maintenance periods which will be announced to Customer in advance; b) select holidays; and c) third party network outages beyond ShotSpotter's control.

Customer SLA Credits

Each Service Level measurement shall be determined quarterly, the results of which will be reviewed during the periodic account review meetings with Customer. For each calendar quarter that ShotSpotter does not meet at least two of the three above standards, a fee reduction representing one free week of service (for the affected Coverage Area) for each missed quarter shall be included during a future Customer renewal.

Service Level Exclusions and Modifications

ShotSpotter takes commercially reasonable efforts to maintain Service Levels at all times. However, Service Level performance during New Year's Eve and Independence Day and the 48-hour periods before and after these holidays, are specifically excluded from Service Level standards. During these excluded periods, because of the large amount of fireworks activity, ShotSpotter uses fireworks suppression techniques³.

The ShotSpotter sensors send incident information to the ShotSpotter cloud via third party cellular, wireless or wired networks. ShotSpotter is not responsible for outages on the third-party networks.

² Respond service includes all database, applications, and communications services hosted by ShotSpotter, Inc. at our data center and specifically exclude Customer's internal network or systems or 3rd party communications networks, e.g. Verizon, AT&T, Sprint/T-Mobile, or Customer's Internet Service Provider.

³ ShotSpotter will put the ShotSpotter system into "fireworks suppression mode" during this period in order to reduce the non-gunfire incidents required for human classification. ShotSpotter will formally inform the customer prior to the system being placed in fireworks suppression mode and when the mode is disabled. While in fireworks suppression mode, the incident alerts determined to be fireworks are not sent to the reviewer nor the Customer dispatch center, patrol car MDTs, and officer smartphones; however, these non-gunfire incidents will continue to be stored in the database for use if required at a later time.

Service Failure Notification

Should ShotSpotter identify any condition (disruption, degradation or failure of network, cloud, servers, sensors etc.) that impacts ShotSpotter’s ability to meet the Gunshot Detection & Location standard (above), ShotSpotter will proactively notify the Customer with: a) a brief explanation of the condition; b) how the Customer’s service is affected; and c) the approximate timeframe for resolution. ShotSpotter will also notify the Customer once any such condition is resolved.

Customer Responsibilities

The purpose of the Reviewed Alert service is to provide incident data to the Customer, reviewed, analyzed and classified in the manner described above. However, it is the sole responsibility of the Customer to interpret the data provided, and to determine any appropriate follow-up reaction or response, including whether or not to dispatch emergency responder resources based on a Reviewed Alert. ShotSpotter does not assume any obligation, duty or responsibility for reaction, response, or dispatch decisions, which are solely and exclusively the responsibility of Customer, or for the consequences or outcomes of any decisions made or not made by the Customer in reliance, in whole or in part, on any services provided by ShotSpotter.

Customer must inform ShotSpotter when Verified Incidents of gunfire are missed by the ShotSpotter Respond System in order to properly calculate Performance Rate, as defined below.

Customer is responsible for providing any required workstations, mobile devices and internet access for the Customer’s dispatch center, patrol car MDTs, and officer smartphones, or Insight.

Support Level Matrix

Support Level	Tier 1 Support (IRC)	Tier 2 Support (Customer Support)
Features	<ul style="list-style-type: none"> • Login support • Report a misclassification • Report a missed incident • Report a mislocated incident • Basic audio request • General/application questions • Request for ILS 	<p>Normal Support:</p> <ul style="list-style-type: none"> • Analysis of missed gunshots • Detailed audio search • Performance analysis • Integration issues <p>Critical Support:</p> <ul style="list-style-type: none"> • System outage
Hours of Operation	24x7x365	<p>Normal Support: 5 am – 11 pm Pacific Time Zone Escalation: 24x7x365</p>

ShotSpotter – Definition of Key Terms

The ShotSpotter Respond System will provide data for correct detection and accurate location for ninety percent (90%) of detectable (outdoor, unsuppressed) community gunfire which occurs within a coverage area, the “Coverage Area”, provided the measurement is Statistically Significant, as defined below. This performance rate shall be calculated as a percentage as follows:

$$\text{Performance Rate} = \frac{\text{NumberAccuratelyLocated}}{(\text{NumberAccuratelyLocated} + \text{NumberNotDetected} + \text{NumberMislocated})}$$

where the “Performance Rate” is a number expressed as a percentage, “NumberAccuratelyLocated” is the number of “Gunfire Incidents” occurring within the Coverage Area during the specified period for which the ShotSpotter Respond System produced an Accurate Location, NumberMislocated is the number of Verified Incidents (a “Verified Incident” is an incident where Customer has physical or other credible evidence that gunfire took place) for which the ShotSpotter Respond System produced an inaccurate location (i.e., a Mislocated Incident), and NumberNotDetected is the number of Verified Incidents for which the ShotSpotter Respond System failed to report a location at all (i.e., Missed Incidents).

An “Accurate Location” shall mean an incident located by the ShotSpotter Respond System to a latitude/longitude coordinate that lies within a 25-meter radius of the confirmed shooter’s location (25 meters = approximately 82 feet). “Detectable Gunfire” incidents are unsuppressed discharges of ballistic firearms which occur fully outdoors in free space (i.e. not in doorways, vestibules, windows, vehicles, etc.) using standard commercially available rounds of caliber greater than .25.

ShotSpotter Review Period is measured as the period commencing when the Incident Review Center (IRC) receives the alert and the first audio download to the time it is published to the customer

ShotSpotter Respond System performance is guaranteed after a “Statistically Significant” set of incidents has been detected in accordance with timeframes set forth herein and following DQV and commercial system acceptance. The ShotSpotter Respond System is designed to detect gunfire which is typically well distributed throughout the Coverage Area; however, performance should not be construed to mean that 90% of gunfire fired at any given location within the Coverage Area will be detected and located within the guaranteed accuracy.

The ShotSpotter Respond System is not a “point protection” system and is therefore not designed to consistently detect gunfire at every single location within the Coverage Area, but rather to Accurately Locate 90% of the Detectable Incidents in aggregate throughout the entire Coverage Area. There may be certain locations within the Coverage Area where obstacles and ambient noise impede and/or overshadow the propagation of acoustic energy such that locating the origin at those positions is inconsistent or impossible. The Performance Rate calculation is thus specifically tied to the Community Gunfire across the entire Coverage Area.

Statistically Significant shall be defined as measurements and calculations which shall be performed as follows: (a) Across an entire Coverage Area; (b) Aggregating over a period of at least 30 days under weather conditions seasonally normal for the area; and (c) Provided that the total number of gunfire incidents being counted is equal to or greater than: (i) thirty (30) incidents for systems of up to three (3) square miles of Coverage Area, or (ii) ten (10) incidents multiplied by the number of square miles of Coverage Area for systems where one or more Coverage Areas are three (3) square miles or larger.



**Price Proposal for Subscription-Based
Gunshot Detection, Location, and Forensic Analysis Service
for the City of Perris, California**

January 27, 2022

Proposal ID: PERCA012722

Submitted by:

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Executive Summary

Introduction

ShotSpotter is pleased to present this proposal to the Riverside County Sheriff's Department, which provides police services to the City of Perris. The proposed ShotSpotter Respond solution is designed to identify, locate, and track active gunfire, and will support the Department's efforts to more effectively respond to and investigate gunfire incidents. The proposed solution is deployed across the country, serving agencies of all sizes that are committed to leveraging our real-time gunfire intelligence to reduce gun violence and build community trust.

The ShotSpotter gunshot detection, alert, and analysis services provide what would be otherwise unobtainable, critical real-time gunfire intelligence. The core capabilities of the ShotSpotter solution are:

- **DETECT** – ShotSpotter detects and locates gunfire incidents enabling a fast, precise response to over 90% of shooting incidents within the targeted areas. This has a powerful deterrent effect and disrupts the gun violence cycle.
- **PROTECT** – ShotSpotter helps to protect officers by providing them with comprehensive data on the actual amount of gunfire activity that occurs in the neighborhoods they patrol and provides critical situational awareness when responding to specific incidents.
- **CONNECT** – By applying community policing-oriented best practices, ShotSpotter provides a unique opportunity for law enforcement agencies to connect with vulnerable communities. Rapid response to gunfire incidents in communities that have been most impacted by gun violence builds positive attitudes towards law enforcement and leads to more constructive engagements and cooperation.

ShotSpotter has become an indispensable crime-fighting tool for these agencies, in light of the community dynamics that fuel gun violence and the well-documented challenges of relying solely on 9-1-1 calls for service:

- **Under-reporting of persistent gunfire:** Nationwide, on average, less than 20% of gunfire incidents are reported to 9-1-1. Why don't residents call? The answer is complex, but typically involves the following concerns:
 - Recognition: "Was that gunfire, fireworks, or something else?"
 - Retaliation: "If they find out I called, will they come after me?"
 - Resignation: "No one came the last time I called..."

Without ShotSpotter, most law enforcement agencies are working with an 80% to 90% deficiency in their gun violence-related intelligence.

- **Late and inaccurate information:** When a citizen reports a gunfire incident, the 9-1-1 call typically comes several minutes after the event has occurred, and, based on analysis, the location provided is usually mislocated by 750 feet (on average). As a result, valuable time and resources are wasted trying to locate the incident, greatly diminishing the opportunity to identify suspects and witnesses, recover evidence, and, most important, render life-saving aid to victims.

The ability to receive near real-time gunfire intelligence data provides law enforcement agencies with a critical advantage in their efforts to reduce and prevent gun violence and improve officer safety. Specific results include:

- Officers can more quickly and more accurately go directly to the scene of the shooting
- Situational awareness is vastly improved over what is available when relying solely on the 9-1-1 system
- Law enforcement has a better chance of arriving before the shooter has left the scene
- Officers are much more likely to find evidence in the form of shell casings (which, in conjunction with NIBIN/IBIS, provide valuable investigative leads) and/or other ground truth that can aid in the investigation
- Officers are more likely to find witnesses who may have information that can aid in the investigation
- Community engagement is heightened, which often translates into more information from the community (e.g., tip lines, field interviews, etc.)
- Targeted enforcement (precision policing) is enhanced
- More court-admissible and scientifically sound forensic evidence is available to strengthen prosecutions of the worst offenders

How it Works

Based on an analysis of known gunfire-related crimes, the ShotSpotter team designs and deploys networked sensors within the targeted coverage area. These acoustic arrays detect and locate gunshot activity within the coverage area and report that information to ShotSpotter's Incident Review Center (IRC) which is staffed 24/7/365. ShotSpotter uses a two-factor incident review process to minimize false alerts. The first tier is performed by sophisticated AI software. Once the software has performed an initial review and filtered out any incidents that are determined not to be gunfire (e.g., helicopter noise, fireworks, etc.), the data is received at our IRC.

The IRC review process is performed by a team of highly trained acoustic experts. In addition to examination of the incident audio, the review process involves examination of visual characteristics of the detected pulses and the incident, such as the number of participating sensors, the wave form, pulse alignment, and the direction of sound. The IRC review results in publishing (Gunshot or Probable Gunshot) or dismissal (Non-Gunshot) of the incident with a high level of precision. If the reviewer classifies the incident as a gunshot, the reviewer sends an alert, including location information and an audio snippet, to law enforcement agencies via a password-protected application on a mobile phone, in-car laptop, or computer. In addition to the dot on the map and audio, ShotSpotter provides details such as number of shots fired, whether multiple shooters are involved, and whether high-capacity and/or fully automatic weapons are being used. This entire process (i.e., recording the impulsive sound, two-factor review, and publishing alerts to authorized users) is designed to be completed in less than 60 seconds (but is often completed within 25 to 30 seconds).

ShotSpotter customers receive a contextually rich, detailed gunfire alert that enables a fast, precise, and safer response to gunfire incidents. In addition, ShotSpotter alerts can also trigger other technology platforms such as cameras that can pan and zoom in the direction of an event. ShotSpotter has also successfully integrated with a wide range of third-party applications such as CAD, RMS, License Plate Readers, drones, and other applications.

We appreciate your consideration of our proposal. ShotSpotter is committed to your success and we look forward to partnering with you to make ShotSpotter a key component of your efforts to reduce gun crime in the City of Perris.

Company History

ShotSpotter was founded in 1995 and has been providing gunshot detection solutions since its inception. ShotSpotter is the world leader in gunshot detection, with over 850 square miles operational; more than 14 million incidents reviewed; and 34 issued patents. ShotSpotter is a publicly traded corporation (NASDAQ: SSTI) with approximately 175 full-time employees and is headquartered in Fremont, California.

ShotSpotter provides precision-policing solutions for law enforcement to help deter gun violence and make cities, campuses, and facilities safer. Our flagship product, ShotSpotter Respond™, is the leading gunshot detection, location, and forensic analysis system, and is trusted by more than 120 cities. Other product offerings include:

- ShotSpotter SecureCampus®, designed to provide outdoor gunfire coverage at university and school campuses
- ShotSpotter SiteSecure™ for critical infrastructure designed to detect gunfire attacks on commercial and federal buildings, electrical substations, airports, and large outdoor structures
- ShotSpotter Connect™ (formerly Missions™), which uses artificial intelligence-driven analysis to help strategically plan patrol missions and tactics for maximum crime deterrence
- ShotSpotter Investigate™, a cloud solution for case management to improve overall clearance rates across all crime categories
- ShotSpotter Labs, which focuses on innovative applications of ShotSpotter to help protect wildlife and the environment; currently helping combat rhino poaching in South Africa and will soon launch other applications for global wildlife protection, such as combatting illegal blast fishing in Malaysia with underwater sensors

Proposed Coverage Area

ShotSpotter systems are deployed to provide coverage for a specified area, bounded by a specific coverage area perimeter. ShotSpotter will design the coverage area based upon the Department's requirements and based upon analysis of historical crime data. The area delineated by a blue and red boundary in the image below is a rough estimate of the recommended coverage area based on the Department's specifications and analysis of the Department-provided crime data in heat maps provided. The blue boundary is a simplified design for the first two square miles of ShotSpotter coverage, targeting the City's highest crime areas, while avoiding a highly customized coverage area. The red boundary extends the proposed coverage area. The precise size of the area (i.e., in square miles) can only be verified with actual acoustic propagation information; therefore, the final coverage area may vary. ShotSpotter will perform this verification during the installation process.



Figure 1: Proposed ShotSpotter Coverage Area = 4 square miles

ShotSpotter Respond Service Overview

ShotSpotter helps law enforcement agencies by directing resources to the precise location of more than 90% of gunfire incidents. ShotSpotter rapidly notifies first responders of shootings via dispatch centers, in-vehicle computers, and smart phones. Instant alerts enable first responders to aid victims, collect evidence, and identify witnesses. ShotSpotter's actionable intelligence can then be used to prevent future crimes by positioning law enforcement when and where crime is likely to occur. ShotSpotter gunshot detection and location services are delivered as an easily implemented Software as a Service (SaaS) solution, with no requirement for customer investment in or maintenance of expensive hardware or software. ShotSpotter hosts, secures, monitors, and maintains the ShotSpotter infrastructure. Contracts are based on an affordable one-year or multi-year subscription agreement, and the subscription includes unlimited licenses for the proposed ShotSpotter applications.

ShotSpotter Dispatch™ and ShotSpotter Respond™ Applications

The ShotSpotter Dispatch and ShotSpotter Respond applications are used by Call Takers, Dispatchers, and Patrol Officers in the field. Real-time notifications of gunfire incidents are delivered to these apps and include the following data:

- Incident location (dot on the map)
- Type of gunfire (single round, multiple round)
- Unique identification number
- Date and time of the muzzle blast (trigger time)
- Nearest address of the gunfire location
- Number of shots
- District identification
- Beat identification



Figure 2: ShotSpotter Dispatch App

A ShotSpotter analyst may add other contextual information such as the possibility of multiple shooters, high-capacity weapons, full-automatic weapons, and the shooter's location related to a building (front yard, back yard, street, etc.). The report also includes an audit trail of the time the alert was published, acknowledged, and closed at the customer facility. All notes entered by Call Takers and Dispatchers added to the alert are time- and date-stamped with the operator's ID. For Patrol Officers, the alert includes an audio snippet of the incident.



Figure 3: ShotSpotter Respond App

ShotSpotter Insight™

ShotSpotter Insight™ enables customers to explore details about prior gunshot incidents in their ShotSpotter coverage area and use the data for investigation and analysis. Crime analysts, investigators, and command staff can view, filter, sort, report, and transform historical gunshot data into meaningful insights, ultimately informing strategies for reducing gun violence.

Insight enables users to find and identify the incidents using an extensive array of filters for date, time, location, keywords, single vs. multiple gunshots, patrol areas, as well as shapes drawn on the map. The shape filters narrow a search for shooting incidents within a radius of a known address, across several blocks, or look for and monitor activity on both sides of a jurisdictional border. Saved reports retain common filter settings for quick retrieval (e.g., "District 4 Gunfire – Last 28 days").

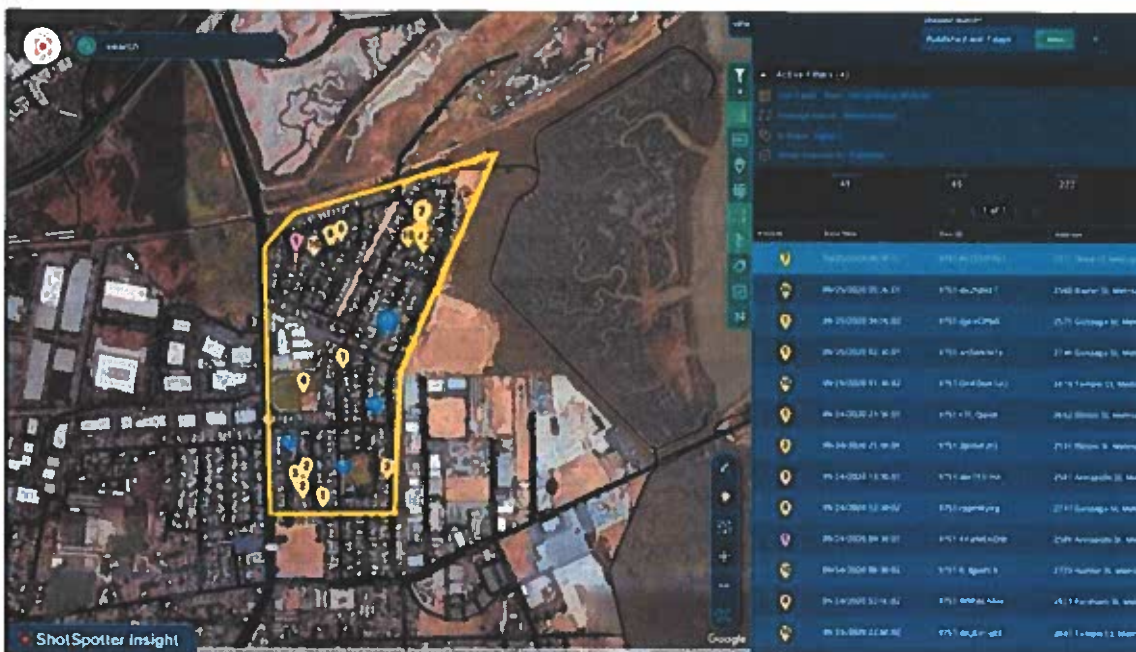


Figure 4: ShotSpotter Insight App

Insight shows how a shooting event unfolded by watching a shot-by-shot animation that details the location and sequence of each shot. The software also highlights other nearby incidents that may be potentially related based on its relative distance and time of occurrence.

Insight comes with a set of reports that make it easy to share incident data throughout an agency:

- The Investigative Lead Summary report give details of a shooting incident including audio, location, sequence, and timing of each shot fired. This report is often used to share incident audio and details with colleagues, aid investigators with collecting evidence at the scene of a shooting and conducting better interviews of witnesses, suspects, and victims, or attach to a case file.
- The Multi-Incident report provides a summary of shooting incidents broken out by single, multiple, and probable gunshot incidents as well as any non-gunfire incidents if they were included in the search. The summary is followed by details for each incident including the date, time, location, number of rounds, CAD ID, Respond ID, and other details.

For custom ad hoc reporting and analysis, Insight can export incident data to other off-the-shelf products such as Microsoft Excel, Tableau, Google Earth, ArcGIS, and other tools.

Mobile Alerts

Real-time gunfire alert data can be delivered to smart phones and smart watches via the Respond smartphone application, available for use on iPhones and Android platforms. The gunfire location is displayed as a dot on a map, and the data also includes the number of rounds fired and access to the incident audio.



Figure 5: Smart Watch Notification



Figure 6: ShotSpotter Respond App Smartphone Notification

Notifications API (Optional)

The ShotSpotter Notifications API (available as a separately priced option) allows client applications to receive accurate, timely details about ShotSpotter gunfire alerts, including precise latitude and longitude (geolocation), GPS-synchronized timestamps, incident audio, and situational context provided by the 24x7x365 ShotSpotter Incident Review Center. Typical integrations include:

- Video Management Systems (VMS)
- Computer-Aided Dispatch (CAD) systems
- Records Management Systems (RMS)
- Automated License Plate Readers (ALPRs)
- Crime analysis and statistics packages (including COMPSTAT software)

Each Notifications API license pack is available for an annual subscription fee that includes:

- Up to three (3) interfaces
- Establishing an instance of the API for the Department on ShotSpotter-hosted servers
- Consulting with the Department and third parties to ensure the API operates according to the API specifications
- 24x7 alerts to up to three third-party interfaces
- Supporting the third party and Department as systems are upgraded

Additional API licenses can be purchased in packs of three interfaces.

Investigative Lead Summary

ShotSpotter recently introduced a new, on-demand report available through the ShotSpotter Respond application. The Investigative Lead Summary (ILS) provides useful details about the location, timing, and sequence of each shot fired during an incident. The ILS is very valuable on scene, helping law enforcement find shell casings, confirm witness accounts, and identify suspects. ILS reports are available immediately after an incident occurs through a single click of a button within the mobile, web, or desktop ShotSpotter Respond application.

The ILS will fulfill the majority of law enforcement agency needs, particularly in situations where a report is not intended for presentation to court (since the ILS report is electronically produced, it is not court admissible).

ShotSpotter INCIDENT # 49-084

INVESTIGATIVE LEAD SUMMARY

INCIDENT DATE: APR 23, 2019
 CITY / ZONE: METROPOLIS / METROPOLISWEST
 REPORT DATE: APR 23, 2019 20:19:38
 REQUESTED BY: SUSAN@METROPOLISPOLICE.COM

INDIVIDUAL SHOTS

The following locations and times were automatically generated by the ShotSpotter system at the time of purchase. The results are approximate and should be viewed as such. Some shots may be missing or have other data at the time.

SHOT #	DATE	TIME	INTERVAL (ms)	LOCATION
#1	2019-04-23	05:58:41.211	0.000	37 781XXX -122.21XXXX
#2	2019-04-23	05:59:41.491	0.180	17 781XXX -122.21XXXX
#3	2019-04-23	05:58:42.880	1.197	17 781XXX -122.21XXXX
#4	2019-04-23	05:58:43.008	0.520	17 781XXX -122.21XXXX

INCIDENT TIMELINE

The reported incident event may differ from the actual event automatically collected by the ShotSpotter system. The following timeline may have additional information about the incident prior to publication. For each change to the incident report, the user should be notified before.

TIME	USERNAME	DETAILS
04-23-2019 03:52:34	REVIEWER@SHOTSPOTTER.COM	PUBLISHED

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Figure 7: ShotSpotter Investigative Lead Summary (ILS)

Detailed Forensic Reports and Expert Witness Testimony

In nearly all the criminal proceedings in which our experts have been called to testify, ShotSpotter has produced detailed, round-by-round analysis of the timing and location of the shots fired by one or more weapons. To the best of our knowledge, no other acoustic-based gunshot detection system has been accepted in a court of law as providing this kind of forensic evidence.

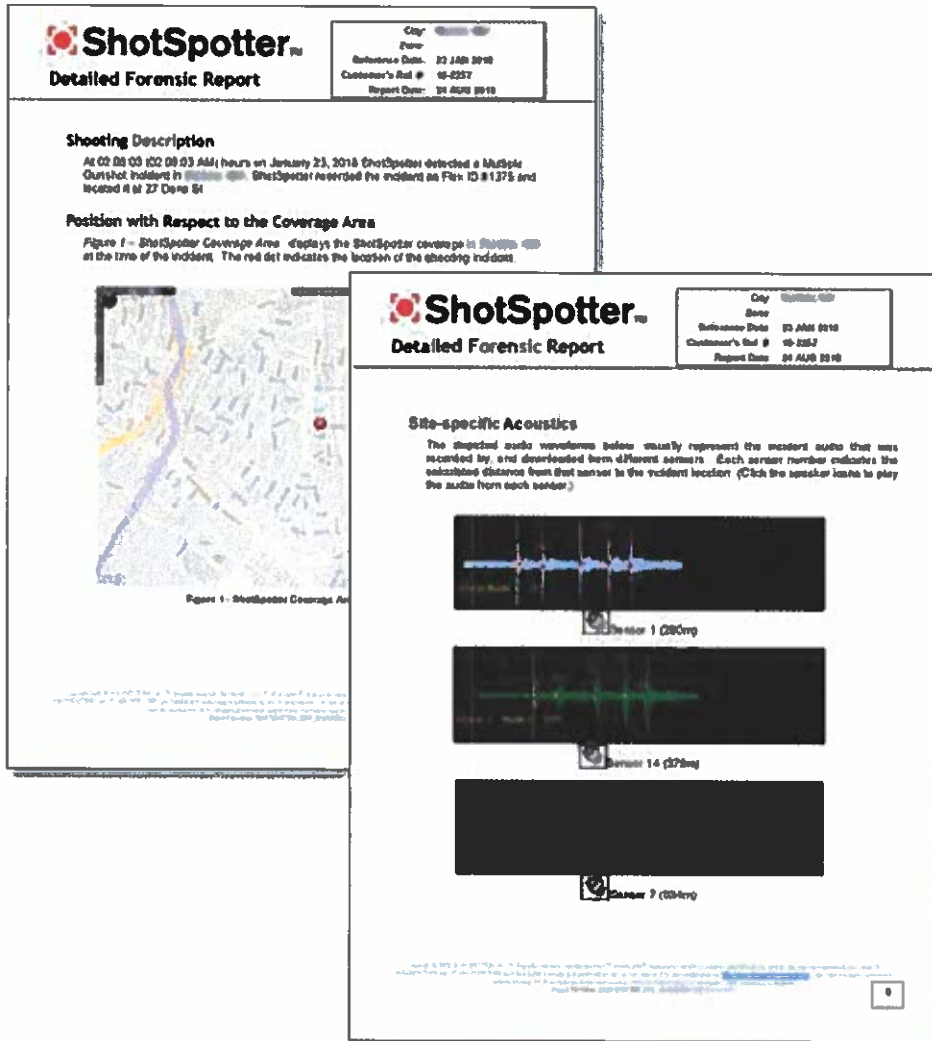


Figure 8: ShotSpotter Detailed Forensic Report (DFR)

ShotSpotter data supports detailed forensic analysis of gunfire incidents, including:

- Weapon type (e.g., automatic vs. semi-automatic)
- Number of rounds fired
- Possibility of multiple shooters

Unlike the ILS, the DFR is a court-admissible document prepared by our forensic engineers. The DFR is intended to be used by attorneys as part of a court case for the exact, verified timing, sequence and location of each shot fired. Secondly, DFRs are available for use by law enforcement to obtain search warrants or to investigate Officer Involved Shootings. DFRs are available upon written request, and our goal is to deliver all DFRs within ten business days of the request.

To support prosecutions, audio snippets provide powerful demonstrative evidence to prosecutors and allow jurors to gain a deeper understanding of the victims' experience of the incident. For prosecutors who wish to have a ShotSpotter expert witness testify regarding a DFR, to help interpret and clarify crime scene activity derived from ShotSpotter data, or provide other forensic consultation services, these services are available for an hourly fee.

In 17 states and in the District of Columbia, ShotSpotter evidence and ShotSpotter expert witness testimony have been successfully admitted in over 100 court cases. ShotSpotter forensic evidence has prevailed in nine Frye challenges, including four in California, and five Daubert challenges throughout the United States.

Onboarding Services

Concurrent with the sensor design and deployment activities, ShotSpotter will provide a series of onboarding services to prepare the Police Department to maximize the value of the ShotSpotter service. These standard onboarding steps will be refined to best serve the Department team and ShotSpotter users. ShotSpotter onboarding services are designed to:

- Ensure successful ShotSpotter activation (go-live)
- Ensure full utilization of the features and functions available with the ShotSpotter service
- Ensure that the Department's Best Practices are refined, as needed, to respond most effectively to the gun crime intelligence data being delivered for the coverage area
- Track and monitor the efficacy of the ShotSpotter service

ShotSpotter has assembled a Customer Success Team of professionals with more than 100 years of combined law enforcement experience. The mission of this team of Consultants, Trainers, and Analysts is to maximize customer success with the ShotSpotter service. This team is available to our customers both pre- and post-production to advise, train, and guide them on the most effective use of the tools and services available with the ShotSpotter solution. The following provides a high-level overview of ShotSpotter's standard Customer Onboarding Services, which will be tailored to support the Department:

Getting Started

Prior to contract execution, a ShotSpotter Customer Success Director will work with the Department's project team to plan the onboarding process, beginning with an onsite Customer Kick-Off Meeting with all stakeholders. The teams will review the program objectives, lay out the key implementation steps, agree on a targeted activation date (go-live), and establish a protocol for ongoing communication throughout the onboarding process. ShotSpotter will schedule biweekly status calls with the Department's Program Manager and other project leaders to maintain regular communication throughout the implementation process.

Best Practices

Early in the Customer Onboarding Process, ShotSpotter's Customer Success team, led by the assigned Customer Success Director, will work with the Department's Program Manager and other project leaders to schedule and conduct a series of Best Practices sessions. These sessions will assist the Department in establishing response protocols and procedures to manage the gunshot alerts and gun crime intelligence data that will be provided upon activation of the ShotSpotter service. ShotSpotter will customize and conduct these sessions for each of the following groups of users involved in the gun violence reduction program in the targeted coverage area:

- Program Management
- Dispatch/Communications
- Field Operations/Patrol
- Investigations
- Prosecution
- Intelligence & Crime Analysis

User Training

ShotSpotter will assign a Customer Success Director to the Department to ensure that we deliver consistent, quality best practices training based on the Department's needs to maximize the value of our service. The Customer Success Director will remain engaged with the Department for the duration of our relationship. In preparation for the planned cutovers, ShotSpotter will assign a Trainer to the Department to train each group of users on the ShotSpotter applications, including Respond, Dispatch, ShotSpotter Administrative Portal, and ShotSpotter Insight. The Trainer will conduct a Training Orientation with the Department's Program Manager to ensure all users are properly trained on the relevant applications. ShotSpotter's Trainer will work with the Department to tailor a training program that addresses the unique needs and/or scheduling constraints of the Department users. The training will be performed through a combination of remote instructor-led live training, train-the-trainer, and on-line recorded computer-based training.

Agency Metrics/KPIs (Key Performance Indicators)

ShotSpotter Customer Success team members, led by the assigned Customer Success Director, will work with the Department's Program Manager and Command staff to review, define, and adopt a set of agency metrics, or Key Performance Indicators (KPIs), to establish and monitor the efficacy of the ShotSpotter service and related agency Best Practices. It is important to ensure that the agency and all stakeholders have visibility (and routines in place) to track the program metrics or KPIs needed to monitor the status of the program and to make informed decisions regarding resources, response protocols, and the best practices to drive success.

Onsite Support During Service Activation (Go-Live)

On the day of ShotSpotter service activation to a live production status, ShotSpotter's Customer Success Director will be on site to ensure that the transition is smooth, that the established best practices are being implemented as planned, and that user questions are answered quickly. Prior to cutover, ShotSpotter team will facilitate an introduction to the ShotSpotter Support organization to review the support process and introduce the designated Technical Support Engineer to the Department. Following system activation, the designated Technical Support Engineer will facilitate a series of Status Calls with the Department to review the performance of the service. The Customer Success Director will continue to work with the Department to review and results being achieved by each group of users involved in the gun violence reduction program.

Ongoing Customer Support

As an ongoing service, the Customer Support organization will publish a monthly Scorecard to the Department to communicate details on system performance and our service including the number of Gunshot Alerts, Misses, Mislocated Incidents, Misclassified Incidents, and other useful metrics. This report will be reviewed by the designated Technical Support Engineer on a monthly basis and any and all concerns will be discussed and addressed.

ShotSpotter standard customer support includes 24/7 assistance with user accounts, software interface, tools, features, incident (re)classification, and review. Tier 1 Support is provided by our Incident Review Center (IRC). IRC staff have extensive experience with ShotSpotter applications and provide real-time support of basic issues, and first level of support for information gathering and triage for advanced troubleshooting by Tier 2 Support. The Tier 2 Support Team comprises technically advanced, experienced Customer Support professionals who are responsible for advanced levels of troubleshooting and analysis, IT Support, mapping issues, etc.

Support Level	Tier 1 Support (IRC)	Tier 2 Support (Customer Support)
Features	<ul style="list-style-type: none"> • Login support • Report a misclassification • Report a missed incident • Report a mislocated incident • Basic audio request • General/application questions • Request for ILS 	<p>Normal Support:</p> <ul style="list-style-type: none"> • Analysis of missed gunshots • Detailed audio search • Performance analysis • Integration issues <p>Critical Support:</p> <ul style="list-style-type: none"> • System outage
Hours of Operation	24x7x365	<p>Normal Support: 5 am – 11 pm Pacific Time Zone</p> <p>Escalation: 24x7x365</p>

Customer References

ShotSpotter has more than 120 customers covering over 850 square miles. ShotSpotter is the leader in the development and deployment of wide area acoustic gunshot detection and location systems. Today, ShotSpotter provides gunshot detection and location services to law enforcement agencies across the country. Among these are:

- Sacramento County, CA
- Sacramento, CA
- San Francisco, CA
- Oakland, CA
- Richmond, CA
- San Pablo, CA
- East Palo Alto, CA
- Fresno, CA
- Bakersfield, CA
- Las Vegas, NV

Pricing

ShotSpotter systems are deployed to provide coverage for a specified area. ShotSpotter offers our Lower Tier Pricing Program to communities that have less than 100 sworn officers or less than 50,000 residents, which allows these agencies to address gun violence. This pricing includes one-time Service Initiation fees and Onboarding fees, as well as reduced subscription fees for a two square mile coverage area. This (maximum) two square mile coverage area targets the City’s highest crime areas while avoiding a highly customized coverage area. Additional coverage beyond that is offered at the ShotSpotter’s standard rates.

4.0 mi² Coverage Area

Pricing	Coverage Area Size	One-Time Service Startup Fees (Initiation & Onboarding)	Annual Subscription Fees*	Discount for Multi-Year Term**	Total
Lower Tier	2.0 mi ²	Included	\$99,000 x 2	N/A	\$198,000
Standard	2.0 mi ²	\$20,000	\$140,000 x 2	(\$20,000)	\$280,000
TOTAL:					\$478,000

*ShotSpotter’s current Lower Tier Pricing Program annual subscription fee is \$49,500 per square mile for the first two (2) square miles and includes One-Time Service Initiation Fees for those two (2) square miles. The coverage beyond two (2) square miles will be at ShotSpotter’s standard annual subscription rate of \$70,000 per square mile plus a One-Time Service Initiation Fee of \$10,000 per square mile.

**See Pricing Assumptions below for details.

Forensic Consultation Services

Forensic Consultation Service Fee (Expert Witness Services) \$350/hour
 Expert Witness Testimony Services are available upon request and billed separately at the above rate.

Optional Additional Services

Interface License

Notifications API License Pack \$9,500/year

- Recurring annual subscription fee
- Includes up to three interfaces
- Does not include costs required from other vendors to implement or support the planned interfaces

Payment Terms

Payment for the service initiation, onboarding, and subscription shall be as follows:

Two-Year Payment Terms

- 50% of Year 1 fees due upon execution of agreement (\$119,500)
- 50% of Year 1 fees due upon ShotSpotter activation (live) status (\$119,500)
- 100% of Year 2 fees due prior to 1st anniversary of ShotSpotter live status (\$239,000)

Expert Witness Testimony Services are available upon request and billed separately at the above rate.

Pricing Assumptions

This pricing is submitted based on the following assumptions:

- This pricing assumes that the services will be delivered under the terms of the ShotSpotter Respond Services Agreement to which this Proposal will be attached as Exhibit A.
- The Multi-Year Term Commitment discount will be applied to the one-time Service Initiation fees and is contingent upon ShotSpotter receiving a multi-year term commitment allowing us to invoice automatically for each annual subscription term over the term of the agreement, without any requirement for obtaining additional approvals, purchase orders, or notifications.
- The pricing assumes that the Department will provision network access to meet ShotSpotter minimum specifications and requirements for all computers (PCs and MDCs) that will access the ShotSpotter service.
- This pricing does not include any state or local taxes; if taxes are applicable, we will be happy to provide an amended price quotation upon request.
- This pricing remains valid for ninety (90) days from the date of this proposal.



CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

MEETING DATE: February 22, 2022

SUBJECT: Fiscal Year 2021-22 Mid-Year Budget and American Rescue Plan Act (ARPA) of 2021 Amendments

REQUESTED ACTION: Approve the FY 2021-22 Mid-Year Budget and ARPA Update and Amendments

CONTACT: Ernie Reyna, Deputy City Manager

BACKGROUND/DISCUSSION:

Each year, City staff assesses its financial health during the Mid-Year Budget Amendments. The purpose of the assessment is to provide an update of how the current year's actual figures are performing against the approved budget, and to increase and/or decrease expenditures and revenues as necessary.

The Finance staff meets with each department and reviews its current budget to determine if there will be any necessary revisions to their budget. If a budget amendment is necessary, the first step is to attempt to transfer funds from available line items within the operating budget wherever possible. This action has zero effect on the budget as numbers are simply transferred from one area of the budget to another. If this action is not possible, a request will be made to include a new amount into the budget during the Mid-Year budget presentation.

MID-YEAR BUDGET REVIEW

General Fund Expenditures

The Community Services department will be increasing their budget by \$21,350. The requested funds will cover amounts to aid in the hiring of temporary staff and to add additional funding for bilingual pay within the Parks division.

The Public Works department is requesting funds for various divisions totaling \$465,000 in the general fund. The larger amounts are to provide additional funding for Engineering Services, including \$120,000 for general engineering services, as well as \$80,000 for encroachment services. Other larger items include those related to the cost of rising fuel, and providing additional services such as the large, bulky item drop off. Additionally, the special revenue fund will have net expenditure increases of \$65,000, bringing the total expenditure increase in Public Works to \$530,000. This special revenue fund is in the Public Works department for Special Districts, which

includes funds for pole knockdowns within the districts. The special revenue fund is self-sufficient in that the fund contains enough revenues to cover any unbudgeted revenues, so there is not impact to the general fund.

Administration is requesting an increase due to a recently approved position (Legislative Analyst) and to cover general liability insurance. Risk Management includes the City's insurance services and at the time of the creation of the budget, staff was given preliminary figures by the insurance carries, but some of those projections turned out to be too low, therefore, the budget for premiums on behalf of the general liability, liability, and employment risk insurances will need to be amended by \$166,460. In the City Manager's division, the new Legislative Analyst position requires an increase in expenditures under, totaling \$280,436.

The Information Technology department is requesting amendments totaling \$157,026. Items included in the amendment is the recently approved Geographical Information System Analyst. This position's fully burdened amount is \$108,484. Other items include expanding the current alarm system at various locations throughout City Hall, and the purchase of a new Macintosh computer for Social Media staff.

Public Safety is requesting a budget amendment for the purchase of the ShotSpotter hardware and software technology in an amount of \$239,000 for the current fiscal year. In addition, another \$85,000 will be added for the School Resource Officer at Perris High School, bringing the one-year total for this purchase amount to \$324,000.

General Fund Revenue

Staff is recommending that the full amount available to back-fill the general fund from the American Rescue Plan Act (ARPA) funds be placed into the current fiscal year. which totals \$3,964,045. Additional projected increases from various categories are also being added as follows:

VLF (vehicle license fee)	\$ 625,727
Sales Tax	\$1,951,563
Cannabis Tax	\$ 800,000
ARPA back-fill funds	<u>\$3,964,045</u>
Total	\$6,807,485

One category of revenue will be decreased based on projections, and that is "interest income" in an amount of \$533,850. Interest income is derived from the City's investments with various financial institutions. Typically, investments should generate positive income for the City, but sometimes over the long haul of investing, negative results are sometimes achieved and it is now necessary to reduce the investment income at this time. The general fund, however, will have net revenue increases (revenues over expenditures) of \$5,539,673. The total new expenditures total to \$1,267,812

Enterprise Fund

The enterprise fund has received a grant from the State Board to cover customer payments that are in arrears. These funds are related from payments that the City's customers were not able to make, and Public Works staff applied for and received funds amounting to \$892,505. Staff will provide

an update during the mid-year budget presentation as to where the enterprise fund currently stands with its revenues against expenses, and whether the fund is currently balanced.

AMERICAN RESCUE PLAN ACT OF 2021

Lastly, the American Rescue Plan Act of 2021 (ARPA) worksheet is being presented to provide an update to the Council. On July 8, 2021, staff initially presented Council with departmental requests to use ARPA funding totaling \$22,171,506. These funds will be received over a two-year period beginning with the first installment in May of 2021 totaling \$11,085,753, followed by the second installment one year later in May/June of 2022 of the same amount. The stipulation with the funds is that the money must be spent no later than December 31, 2024, or the City must return any unused funds to the federal government. One new project is proposed to use up the remaining unallocated funds in the amount of \$28,478 for a summer youth program under the Community Services Department. Staff will be presenting the Council with revisions from its last presentation on the allocation of ARPA funds.

BUDGET (or FISCAL) IMPACT: For the general fund, expenditures will be increasing by a total of \$1,247,812 but will be offset by an increase to revenues of \$6,807,485, for a net revenue increase of \$5,559,673. The special revenue fund will have a net expenditure increase of \$65,000. Lastly, the enterprise fund will be increasing revenues of \$892,505.

Prepared by: Stephen Ajobiewe, Finance Manager

REVIEWED BY:

City Attorney _____
Assistant City Manager _____
Deputy City Manager _____

Attachments:

1. Mid-Year Departmental Summary
2. Updated ARPA Worksheet 02/22/2022
3. Original ARPA Sheet Presented at Council 07/08/2021

Consent:
Public Hearing:
Business Item: X
Presentation:
Other:

ATTACHMENT 1

MID-YEAR DEPARTMENTAL SUMMARY

City of Perris
 FY 2021-22 Mid-Year Budget Amendments
 Departmental Summary

GENERAL FUND

Expenditure Increases

Community Service	\$ 21,350
Public Works	465,000
Administration	280,436
Information Technology	157,026
Public Safety	324,000
<i>Expenditure Increases</i>	<u>\$ 1,247,812</u>

Revenue Increases (Decreases)

ARPA Back-Fill	\$ 3,964,045
VLF - In Lieu	625,727
Sales Tax	1,951,563
Cannabis Tax	800,000
Interest Income	(533,850)
<i>Revenue Increases</i>	<u>\$ 6,807,485</u>

General Fund Net Revenue Increase **\$ 5,559,673**

SPECIAL REVENUE FUND

Public Works - Special Districts (Lighting 84-1)	\$ 65,000
Special Revenue Fund Net Expenditure Increase	\$ 65,000

ENTERPRISE REVENUE FUND

Water Agency - Arrearage Payment Received	\$ 892,505
Special Revenue Fund Net Expenditure Increase	\$ 892,505

City of Perris
 FY 2021-22 Mid-Year Budget Amendments

COMMUNITY SERVICES

General Fund Expenditure Increases:

	Reason	Originally Adopted Budget	Fiscal Year 2021-22 Amendment Amount	Revised Budget
<u>Parks - 13036</u>				
Professional Development-7181	To Cover Professional Development Supplies	\$ 10,000	\$ 1,394	\$ 11,394
Grounds Maintenance - 7502	To Cover Professional Development Supplies	205,000	(1,394)	203,606
Prof Dev/Conferences/Meetings - 718	Additional Funding Needed from CPRS and Parks Maint	10,000	2,000	13,394
Contract Staff - 7391	To Provide Temporary Staffing	-	20,000	20,000
Bilingual Pay - 7108	To Add Additional Funding for Bilingual Pay	-	1,350	1,350
	Subtotal		\$ 23,350	
<u>& Rails/Veterans Parade - 14041 (109/115)</u>				
Veterans Parade - 7731	To Cover Parade Vendor Items for Event	\$ 6,000	\$ 1,505	\$ 7,505
Rods & Rails - 7731	To Cover Parade Vendor Items for Event	25,000	(1,505)	23,495
Veterans Parade - 7731	To Cover Special Event Vendor Supplies	6,000	4,334	11,839
Rods & Rails - 7731	To Cover Special Event Vendor Supplies	25,000	(4,334)	19,161
	Subtotal		\$ -	
<u>Job Shadow Day - 14041 (183/XX)</u>				
Job Shadow Day - 7731	To Transfer Funds from Various Subdivisions to Job Sha	-	\$ 9,869	\$ 9,869
Breakfast with Santa - 7731	To Transfer Funds from Breakfast with Santa to Job Sha	10,000	(4,947)	5,053
Christmas Parade - 7731	To Transfer Funds from Christmas Parade to Job Shadow	10,000	(2,522)	7,478
Harvest Festival - 7731	To Transfer Funds from Harvest Festival to Job Shadow	4,301	(1,400)	2,901
Concerts in the Park	To Transfer Funds from Concerts in the Park to Job Sha	3,500	(1,000)	2,500
	Subtotal		\$ -	
<u>Recreation - 14041</u>				
Contract Staff - 7391	Staffing from Temp Agency to Support Operations	\$ -	\$ 14,000	\$ 14,000
Salaries - 7101	Staffing from Temp Agency to Support Operations	501,575	(14,000)	487,575
Special Department Expense - 7971	Increase Due to Add'l Staffing	1,000	500	1,500
Building Maintenance - 7451	Increase Due to Add'l Staffing	3,000	(500)	2,500
Prof Dev/Conferences/Meetings - 718	Additional Funding Needed from CPRS and Parks Maint	7,500	(2,000)	5,500
	Subtotal		\$ (2,000)	
<u>Leisure - 14042</u>				
Contract Staff - 7391	Staffing from Temp Agency to Support Operations	\$ -	\$ 60,000	\$ 60,000
Salaries - 7101	Staffing from Temp Agency to Support Operations	504,757	(60,000)	444,757
	Subtotal		\$ -	
<u>Sports - 14043</u>				
Contract Staff - 7391	Staffing from Temp Agency to Support Operations	\$ -	\$ 60,000	\$ 60,000
Salaries - 7101	Staffing from Temp Agency to Support Operations	592,921	(60,000)	532,921

City of Perris

FY 2021-22 Mid-Year Budget Amendments

PUBLIC WORKS

	Fiscal Year 2021-22		
	Originally Adopted Budget	Amendment Amount	Revised Budget
General Fund Expenditure Increases:			
Public Works - Streets 13033			
Salaries - Overtime - 7102	\$ 765,378	\$ 10,000	\$ 775,378
Contract Services - 7301	178,500	15,000	193,500
Grounds Maintenance - 7502	25,000	25,000	50,000
Landscaping Maintenance - 7508	10,000	15,000	25,000
Illegal Dumping - 7301	25,000	25,000	50,000
	Drop Off Being Provided to Residents	25,000	
	Subtotal	\$ 115,000	
Public Works - Fleet 13034			
Chemical & Supplies - 7251	5,000	10,000	15,000
Fuel 7256 -			
	To Support Disposing of Add'l Used Paint Services Offered to R	\$ 5,000	\$ 15,000
	To Offset the Increased Cost of Fuel, as well as the Purchase of Add'l Vehicles and Equipment	130,000	180,000
Contract Services - 7301	7,000	30,000	37,000
Field Equipment Repairs & Maint -			
	To Cover the Cost of Equipment Rental and Towing Services Af		
	To Cover the Cost of Repairs to Field Equipment Such as Lawn Mowers, Backhoes, and Skid Steers	20,000	26,000
	Subtotal	\$ 110,000	
Public Works - Engineering 13031			
Engineering Services - 7302	200,000	80,000	280,000
General Engineering Non-CIP - 730	110,000	120,000	230,000
	To Cover Six (6) Months of Encroachment Permits	\$ 80,000	\$ 280,000
	To Cover Six (6) Months of General Engineering Services - Non	120,000	230,000
	Subtotal	\$ 200,000	
General Fund Streetlights - 12130			
Pole Knockdown - 7510			
	To Cover the Cost of Removal, Replacement, and/or Repair of Streetlights Damaged During Vehicle Accidents	\$ 26,765	\$ 66,765
	Subtotal	\$ 40,000	
	Total Public Works General Fund Expenditure Increase	\$ 465,000	
Special Revenue Fund Increases:			
Special Districts (Lighting 84-1)			
Professional Services - 7505		15,000	30,000
Pole Knockdown - 7510		50,000	100,000
	To Cover Services Provided by Willdan Financial and InterWest	\$ 15,000	\$ 30,000
	To Cover the Cost of Streetlight Poles Knocked Down During Traffic Accidents	50,000	100,000
	Subtotal	\$ 65,000	
	Total Public Works Special Revenue Fund Expenditure Increase	\$ 65,000	
	Total Public Works Expenditure Increase	\$ 530,000	

City of Perris
 FY 2021-22 Mid-Year Budget Amendments

General Fund Expenditure Increases:

Fiscal Year 2021-22

ADMINISTRATION

Risk Management - 10212

	Reason	Originally Adopted Budget	Amendment Amount	Revised Budget
General Liability Insurance - 7703	Premium Increased after Initial Budget Subtr	\$ 89,750	\$ 57,143	\$ 146,893
Liability Insurance - 7705	Premium Increased after Initial Budget Subtr	499,784	98,631	598,415
Employment Risk Insurance - 7707	Premium Increased after Initial Budget Subtr	39,417	10,686	50,103
	Subtotal		\$ 166,460	

City Manager - 10210

Salaries/Benefits - 7101	To Add Legislative Analyst Position	\$ -	\$ 113,976	\$ 113,976
	Subtotal		\$ 113,976	

Total Administration Expenditure Increase \$ 280,436

City of Perris
 FY 2021-22 Mid-Year Budget Amendments

INFORMATION TECHNOLOGY

General Fund Expenditure Increases:

Information Technology - 10214

	Reason	Originally Adopted Budget	Fiscal Year 2021-22 Adopted Amendment Amount	Revised Budget
Salaries/Benefits - 7101	To Add Geographical Information System Analyst Position	\$ 678,276	\$ 108,484	\$ 786,760
Technology Hardware - 8503	For Mac Computer for Social Media Staff	-	13,000	13,000
Technology Hardware - 8503	For Purchase of New Computer Workstation and Peripherals	-	9,000	22,000
Technology Hardware - 8503	To Expand the Current Alarm System at 227 N D Street, Veterans Memorial, and Senior Center Parking Lot	-	20,100	42,100
Software Acquisition - 8501	To Purchase Additional Phone Licenses for New Staff members	25,000	4,442	49,442
Info-Tech Servcies - 7321	To Purchase 10 Additional Office 365 Licenses for New Staff	156,400	2,000	158,400
	Subtotal		\$ 157,026	
	Total Information Technology Expenditure Increase		\$ 157,026	

City of Perris
 FY 2021-22 Mid-Year Budget Amendments

PUBLIC SAFETY

	Fiscal Year 2021-22		
	Originally Adopted Budget	Amendment Amount	Revised Budget
General Fund Expenditure Increases:			
Police Services - 15051			
Shot Spotter - 8505	\$ 20,000	\$ 239,000	\$ 259,000
RSO -	-	85,000	85,000
Total Police Services Expenditure Increase		\$ 324,000	

City of Perris
 FY 2021-22 Mid-Year Budget Amendments

GENERAL FUND REVENUES

General Fund Revenue Increases:

<u>General Revenues</u>	<u>Reason</u>	<u>Originally Adopted Budget</u>	<u>Amendment Amount</u>	<u>Revised Budget</u>
	Transfer-in from ARPA General Fund Revenue Loss	-	\$ 3,964,045	\$ 3,964,045
	VLF - In lieu		625,727	625,727
	Sales Tax	20,588,050	1,951,563	22,539,613
	Cannabis Tax	4,200,000	800,000	5,000,000
	Interest Income	909,000	(533,850)	375,150
	Total General Fund Revenue Increase		\$ 6,807,485	

ENTERPRISE REVENUES

Enterprise Revenue Increases:

<u>Utility Billing Revenues</u>	<u>Reason</u>	<u>Originally Adopted Budget</u>	<u>Amendment Amount</u>	<u>Revised Budget</u>
	Funds Received from State Water Board Arrears Program	\$ 3,420,438	\$ 892,505	\$ 4,312,943
	Total Enterprise Revenue Increase		\$ 892,505	

ATTACHMENT 2
UPDATED ARPA ALLOCATION 2/22/22

American Rescue Plan Act of 2021
 Approved Uses of Funds

	<u>Year 1</u>		<u>Year 2</u>	
Total Amount Received / To Be Received:		\$11,085,753		\$11,085,753
Approved Uses				
Finance:				
(a)General Fund Revenue Back-Fill	3,964,045	\$ 3,964,045	-	\$ -
Development Services:				
(a)Accela Software - Planning Online Platform	30,000	\$ 30,000	-	\$ -
Public Works:				
(a)Sewer Repairs - Category 5	350,000		345,000	
(b)4th Street Lift Repairs	253,000		-	
(c)Sewer Maintenance	-		110,000	
(d)Covid Expenses - Supplies, Sanitation, etc.	125,000	\$ 728,000	125,000	\$ 580,000
Information Technology:				
(1)Wi-Fi/Broadband Upgrade				
(a)Fiber Master Plan	115,000		-	
(b)Trenching for Master Plan	16,000		-	
(c)Upgrade of Interal City Cabling to Meet 10GB Standa	100,000		-	
(d)10 GB Internet ISP Upgrade	-		197,964	
(e)10 GB Back Bone	-		150,000	
(f)Broadband WiFi at Parks and Downtown	-	\$ 231,000	1,435,000	\$ 1,782,964
Economic Development:				
(a)Skills Center Budget Gap	142,012		2,805,767	
(b)Homelessness Services	477,245		379,196	
(c)Rent/Mortgage Assistance	200,000		200,000	
(d)Business Startup Assistance	-		250,000	
(e)Small Business Assistance	800,000		200,000	
(f)Commercial Façade Improvement Program	250,000	\$ 1,869,257	-	\$ 3,834,963
Community Services:				
(a)Early Childhood Classroom	40,000		460,000	
(b)Enchanted Hills Park Improvement	25,000		3,136,798	
(c)Foss Field Park Improvement	102,500		465,400	
(d)Mercado Park Improvement	116,780		310,320	
(e)Perris Green City Farm	75,000		150,000	
(f)Rotary Park Improvement	190,000		-	
(g)Copper Creek Park Improvement	65,000		125,000	
(h)Paragon Park Improvement	230,000		1,415,000	
(i)Senior Center Tenant Improvement	-		575,000	
(j)New Banta Beatty Park	-		1,500,000	
(k)Additional Trees at Paragon and Rotary Park	20,000	\$ 864,280	-	\$ 8,137,518
Cesar E. Chavez Perris Library:				
(a)Preschool Storytime	1,000		-	
(b)Family Night	2,000		-	

(c)Teen Night	2,000		-	
(d)STEM Programs	<u>12,000</u>	\$ 17,000	<u>-</u>	\$ -
Public Health:				
(a) Covid-19 Self Tests Kits	<u>4,000</u>	\$ 4,000	-	-
Summer Youth Program:				
(a)Various Program	-	-	<u>\$ 28,478</u>	<u>\$ 28,478</u>
Child Care Services:				
(a)Various Programs	<u>50,000</u>	\$ 50,000	<u>50,000</u>	\$ 50,000
Total Approved ARPA Projects		\$ 7,757,582		\$ 14,413,923
Total Remaining ARPA Funds Per Year		\$ 3,328,171		\$ (3,328,171)
Net Remaining ARPA Funds				\$ -

Green Highlighted = New Additions Since Last Review by City Council

Yellow Highlighted = Revisions to Worksheet Since Last Review by City Council

ATTACHMENT 3

**ORIGINAL ARPA SHEET PRESENTED AT
COUNCIL 07/08/21**

American Rescue Plan Act of 2021
Approved Uses of Funds

	Year 1	Year 2
Total Amount Received / To Be Received:	\$11,085,753	\$11,085,753
Approved Uses		
Finance:		
(a) General Fund Revenue Back-Fill	-	3,964,046
Public Works:		
(a) Sewer Repairs - Category 5	350,000	345,000
(b) 4th Street Lift Repairs	253,000	-
(c) Sewer Maintenance	-	110,000
(d) Covid Expenses - Supplies, Sanitation, etc.	125,000	125,000
	\$ 728,000	\$ 580,000
Information Technology:		
(1) Wi-Fi/Broadband Upgrade		
(a) Fiber Master Plan	100,000	
(b) Upgrade of Internal City Cabling to Meet 10GB Standa	100,000	
(c) 10 GB Internet ISP Upgrade	197,964	
(d) 10 GB Back Bone	150,000	
(e) Broadband WiFi at Parks and Downtown	-	1,435,000
	\$ 547,964	\$ 1,435,000
Economic Development:		
(a) Skills Center Budget Gap	1,789,984	1,157,795
(b) Homelessness Services	477,245	379,196
(c) Rent/Mortgage Assistance	200,000	200,000
(d) Business Startup Assistance	-	250,000
(e) Small Business Assistance	800,000	200,000
(f) Commercial Façade Improvement Program	250,000	-
	\$ 3,517,229	\$ 2,186,991
Community Services:		
(a) Early Childhood Classroom	500,000	-
(b) Enchanted Hills Park Improvement	3,161,798	-
(c) Foss Field Park Improvement	250,000	295,000
(d) Mercado Park Improvement	450,000	-
(e) Perris Green City Farm	225,000	-

(f) Rotary Park Improvement	190,000	-	-
(g) Copper Creek Park Improvement	-	190,000	-
(h) Paragon Park Improvement	1,500,000	145,000	-
(i) Senior Center Tenant Improvement	-	575,000	-
(j) New Banta Beatty Park	-	1,500,000	-
(k) Additional Trees at Paragon and Rotary Park	20,000	6,296,798	2,705,000
			<u>\$</u>

Cesar E. Chavez Perris Library:

(a) Preschool Storytime	1,000	-	-
(b) Family Night	2,000	-	-
(c) Teen Night	2,000	-	-
(d) STEM Programs	12,000	17,000	-
			<u>\$</u>

Child Care Services:

(1) Various Programs	100,000	\$	100,000
			<u>\$</u>

Total Approved ARPA Projects \$ 11,206,991 \$ 10,871,037

Total Remaining ARPA Funds Per Year \$ (121,239) \$ 214,716

Net Remaining ARPA Funds \$ 93,477