



*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 (VIA
ZOOM) IN ACCORDANCE WITH AB 361 AND RESOLUTION NUMBER 6030**

**Tuesday, September 13, 2022
6:30 P.M.**

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

CLOSED SESSION: 5:30 P.M.

ROLL CALL:

Nava, Corona, Rabb, Rogers, Vargas

- A. Conference with Legal Counsel – Existing Litigation – Government
Code Section 54956.9(d)(1); 3 cases:
 - 1. City of Perris v. Ronald Lee Henry, Jr. RIC1822624
 - 2. City of Menifee v. City of Perris CVRI2203040
 - 3. Panattoni Development Company, Inc. v. City of Perris
CVRI2203028

- B. 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:

Nava, Corona, Rabb, Rogers, Vargas

3. INVOCATION:

Pastor Robert Mejia
Living Word Perris
190 E 5th St, Perris, CA 92570

4. PLEDGE OF ALLEGIANCE:

Councilmember Nava 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. Recognition of the Emergency Responders and Business Community regarding the Oleander/Harvill Railcar Incident.
- B. Introduction of new Youth Advisory Committee (YAC) members.
- C. Presentation by Eastern Municipal Water District regarding Drought Tolerance.

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 Special Joint Meeting held on August 24, 2022, and the Regular Joint Meeting held on August 30, 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 approve a Cooperative Agreement with Riverside County Flood Control and Water Conservation District, and Markham Street Partners, LLC for Perris Valley MDP Line D for required Flood Control Facilities and Drainage Improvements associated with Conditional Use Permit 20-05100.
- B. Consideration to approve the First Amended and Restated Agreement with the County of Riverside for Inspection of Traffic Signals and Safety Lighting Inspection.
- C. Consideration to approve Amendment Number 1 of the Contract Services Agreement with Albert A. Webb Associates, Inc. for Design Services for the Perris Valley Storm Drain Channel Trail, Phase 2 (CIP# P040).
- D. Consideration to award a contract to Deark E&C, Inc. for Perris Green City Farm and Community Park Access Enhancement Project.
- E. Consideration to adopt Proposed Resolution Number (next in order) Appointing the City Attorney.

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, APPOINTING THE CITY ATTORNEY

- F. Consideration to adopt Proposed Resolution Number (next in order) approving the City's Annual Statement of Investment Policy for the Fiscal Year 2022-2023.

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, ADOPTING THE ANNUAL STATEMENT OF INVESTMENT POLICY FOR FISCAL YEAR 2022-23

- G. Consideration to approve the purchase of one (1) 4x4 truck for the Sheriff's Department.

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 Number (next in order) regarding annexation of DPR 19-00014 to Landscape Maintenance District No. 1. DPR 19-00014 is located on Walnut Street between Indian Avenue and Barrett Avenue. (APN(s) 305-030-041 and 305-030-042) (Owner: SBC DP Walnut LLC)

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, ORDERING THE WORK IN CONNECTION WITH ANNEXATION OF DPR 19-00014 TO BENEFIT ZONE 165, CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1, GIVING FINAL APPROVAL OF THE ENGINEER'S REPORT, AND LEVYING THE ASSESSMENT FOR FISCAL YEAR 2022-2023

Introduced by: City Engineer Stuart McKibbin

PUBLIC COMMENT

- B. Consideration to adopt Proposed Resolution Numbers (next in order) regarding annexation of DPR 19-00014 to Community Facilities District (CFD) 2001-3 (North Perris Public Safety District)-Annexation No. 49. DPR 19-00014 is located on Walnut Street between Indian Avenue and Barnett Avenue. (APN(s) 305-030-041 and 305-030-042) (Owner: SBC DP Walnut LLC)

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. 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. 49 THE QUESTION OF ANNEXING SUCH TERRITORY AND LEVYING OF A SPECIAL TAX WITHIN THE AREA OF PROPOSED ANNEXATION NO. 49

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. 49 AND ORDERING THE ANNEXATION OF SUCH TERRITORY, THE LEVYING OF A SPECIAL

TAX WITHIN THE AREA OF ANNEXATION NO. 49 AND DIRECTING THE RECORDING OF A NOTICE OF SPECIAL TAX LIEN

Introduced by: Director of Finance Matthew Schenk

PUBLIC COMMENT

- C. Consideration to adopt Proposed Resolution Numbers (next in order) regarding annexation of DPR 19-00014 to Community Facilities District (CFD) 2018-02 (Public Services District)-Annexation No. 11. DPR 19-00014 is located on Walnut Street between Indian Avenue and Barrett Avenue. (APN(s) 305-030-041 and 305-030-042) (Owner: SBC DP Walnut LLC)

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. 11 THE QUESTION OF ANNEXING SUCH TERRITORY AND LEVYING OF A SPECIAL TAX WITHIN THE AREA OF PROPOSED ANNEXATION NO. 11

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. 11 AND ORDERING THE ANNEXATION OF SUCH TERRITORY, THE LEVYING OF A SPECIAL TAX WITHIN THE AREA OF ANNEXATION NO. 11 AND DIRECTING THE RECORDING OF A NOTICE OF SPECIAL TAX LIEN

Introduced by: Director of Finance Matthew Schenk

PUBLIC COMMENT

- D. Consideration to adopt the First Reading of Proposed Ordinance Number (next in order) adjusting the compensation of the Mayor and the City Councilmembers and Consideration to adopt Proposed Resolution Number (next in order) adjusting the compensation of the City Clerk.

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

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, ADJUSTING THE COMPENSATION FOR THE MAYOR AND MEMBERS OF THE CITY COUNCIL BY AMENDING PERRIS MUNICIPAL CODE SECTION 2.16.010

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS
ADJUSTING THE COMPENSATION FOR THE ELECTED CITY CLERK
POSITION

Introduced by: City Attorney Eric 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 updated amounts of the American Rescue Plan Act (ARPA) Funds.

Introduced by: Director of Finance Matthew Schenk

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: September 13, 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_bD5vYL2gQ3K6DsjgxgozVg

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

MEETING DATE: September 13, 2022

SUBJECT: Approval of Minutes *NS*

REQUESTED ACTION: Approve the Minutes of the Special Joint City Council Meeting held on August 24, 2022 and the Regular Joint City Council Meeting held on August 30, 2022

CONTACT: Nancy Salazar. City Clerk

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 *ED*

- Attachments:
1. Minutes-August 24, 2022-Special Joint City Council Meeting
 2. Minutes-August 30, 2022-Regular Joint City Council Meeting

Consent:

Public Hearing:

Business Item:

Presentation:

Other: Approval of Minutes

ATTACHMENT 1

Minutes-August 24, 2022 Special Joint City Council Meeting

CITY OF PERRIS

MINUTES:

Date of Meeting: August 24, 2022

05:55 PM

Place of Meeting: City Council Chambers

1. CALL TO ORDER: 6:00 P.M.

Mayor Vargas called the Special City Council Meeting to order at 6:03 p.m.

2. ROLL CALL:

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

Staff Present: City Manager Miramontes, Assistant City Manager Bugtai, Deputy City Manager Reyna, Assistant City Attorney Khuu, Director of Finance Schenk, Director of Administrative Services Amozgar, Assistant City Clerk Haughney and City Clerk Salazar

3. PLEDGE OF ALLEGIANCE:

Councilmember Rogers led the Pledge of Allegiance.

4. PUBLIC COMMENT/CITIZEN PARTICIPATION:

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

5. BUSINESS ITEMS:

- A. Adopted Resolution Number 6029 to Appoint Persons Nominated for the Offices of City Council District 1, City Council District 3, and City Clerk and to Cancel the November 8, 2022, General Municipal Election due to Insufficient Nominees for such Offices Pursuant to Elections Code Section 10229; and Provided Direction on the Use of Funds Originally Allocated for the November 8, 2022, General Municipal Election.**

Resolution Number 6029 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, APPOINTING THE NOMINEES TO THE OFFICES THAT WERE TO BE FILLED AT THE ELECTION ON NOVEMBER 8, 2022, AND CANCELING THE CONSOLIDATED GENERAL MUNICIPAL ELECTION SCHEDULED ON NOVEMBER 8, 2022, PURSUANT TO ELECTIONS CODE SECTION 10229

Assistant City Attorney Khuu gave the presentation on this item.

The Mayor called for Public Comment. The following person spoke at Public Comment:

Elizabeth Ayala

The following Councilmember's spoke:

Rabb

Corona

Vargas

Nava

The Mayor called for a motion.

M/S/C: Moved by Rita Rogers, seconded by David Starr Rabb to Approve Resolution Number 6029, canceling the November 8, 2022 Municipal Election and appointing Marisela Nava, City Council District 1, David Starr Rabb II, City Council District 3 and Nancy Salazar, City Clerk and directing the allocated funds be placed back into the General Fund.

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

NOES:

ABSENT:

ABSTAIN:

The following Councilmember's spoke:

Vargas

Rogers

Nava

City Clerk Salazar spoke.

6. **ADJOURNMENT:**

There being no further business, Mayor Vargas adjourned the Special City Council meeting at 6:18 p.m.

Respectfully Submitted,

Nancy Salazar, City Clerk

ATTACHMENT 2

Minutes-August 30, 2022 Regular Joint City Council Meeting

CITY OF PERRIS

MINUTES:

Date of Meeting: August 30, 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 6028

CLOSED SESSION

ROLL CALL

Present: Rogers, Nava, Corona, Rabb, Vargas

Staff Present: City Manager Miramontes, Assistant City Manager Bugtai, Deputy City Manager Reyna and City Attorney Dunn

- A. Conference with Real Property Negotiators – Government Code Section 54956.8
Property: APN 302-270-007-9 City Negotiator: Clara Miramontes, City Manager
Negotiating Parties: Richard Persons, Representative for Southern California Fair and Event Center Under Negotiation: Price and Terms of Payment
- B. Conference with Legal Counsel – Existing Litigation – Government Code Section 54956.9(d)(1); 1 case:
 - 1. City of Perris v. Ronald Lee Henry, Jr. RIC1822624

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

Mayor Vargas called the Regular City Council meeting to order at 6:32 p.m.

- 2. ROLL CALL:

Present: Rogers, Nava, Corona, Rabb, Vargas

Staff Members Present: City Manager Miramontes, Assistant City Manager Bugtai, Deputy City Manager Reyna, City Attorney Dunn, City Engineer McKibbin, Police Captain Sims, Fire Chief Barnett, Director of Finance Schenk, 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 Dan Bell
Temple Baptist Church
745 N. Perris Blvd. Perris, CA 92571

In the absence of Pastor Dan Bell, Councilmember Rogers gave the Invocation.

4. PLEDGE OF ALLEGIANCE:

Councilmember Rogers 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.

6. PRESENTATIONS/ANNOUNCEMENTS:

A. Recognition of the Junior Master Gardeners.

B. Presentation by Riverside County Habitat Conservation Authority regarding the Stephens Kangaroo Rat.

C. City of Perris Employee of the Quarter Recognition for Second Quarter of 2022.

7. YOUTH ADVISORY COMMITTEE COMMUNICATIONS:

There was no Youth Advisory Committee Report.

8. PUBLIC COMMENT/CITIZEN PARTICIPATION:

The Mayor called for Public Comment. The following people spoke at Public Comment.

Hugo Macias

Randall Rodriguez

9. APPROVAL OF MINUTES:

A. Approved the Minutes of the Regular Joint Meeting held on July 26, 2022, and the Special Joint Meeting held on August 9, 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 Rita Rogers, seconded by Marisela Nava to Approve the Minutes, as presented.

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

10. CONSENT CALENDAR:

Councilmember Nava requested that Item 10.E. be pulled for separate consideration.

The Mayor called for Public Comment. The following people spoke:

Item 10.P.

Maliha Rahman

Hillary Himaya

Item 10.S.

Doug Gardner

- A. Approved Extension of Time No. 22-05219 request for Tentative Tract Map 37038 for the development of 14.5 acres into a 111 unit planned residential development located at the southwest corner of Orange Avenue and Dunlap Road. (Applicant: David Jensen, Kile Investment Trust)
- B. Awarded a contract to Sudweeks Construction, Inc. for renovation improvements to the Development Services Building located at 135 N. "D" Street, Perris, CA 92570.
- C. Approved a Contract Services Agreement with HdL Companies for the application review and compliance/finance audits of cannabis businesses in the City.
- D. Adopted the Plans and Specifications and awarded a contract to CS Legacy Construction, Inc. for the D Street Concrete Paver Repair and Sidewalk Improvements Project (Spec. #CIP S-127-2022-23).
- E. Awarded a contract with Outdoor Dimensions for a new Digital Display Monument Sign.

This item was considered separately.

The following Councilmember's spoke:

**Nava
Vargas
Rabb**

**Corona
Rogers**

The Mayor called for a motion.

M/S/C: Moved by Rita Rogers, seconded by Michael Vargas to Approve Item 10.E., as presented.

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

NOES:

ABSENT:

ABSTAIN:

- F. Adopted the Plans and Specifications and awarded a contract with Ocean Blue Environmental Services, Inc. for General Fund Storm Drain Maintenance Services Project (Spec. #FCGF 1-2022-23-01).
- G. Approved the Third Amendment to the Mutual Extension and Termination Agreement with Inframark, LLC for the North and South Service Area Water System Operation and Maintenance Service.
- H. Approved the purchase of one (1) used passenger van for Community Services.
- I. Approved a request by TK Construction for a Road Closure on Patterson Avenue between Harley Knox Boulevard and California Avenue, for Sewer Line Installation, for a period of up to three weeks in September 2022.
- J. Approved a request by Edison for a Road Closure on Bond Drive between Weston Road and W. San Jacinto Avenue, for Removal and Replacement of Power Poles, for a period of two days in September 2022.
- K. Adopted Resolution Number 6030 to continue Tele/Video-Conference Meetings during COVID-19 State of Emergency pursuant to the Provisions of AB 361.

Resolution Number 6030 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 AUGUST 30, 2022 AND ENDING SEPTEMBER 29, 2022 PURSUANT TO BROWN ACT PROVISIONS

- L. Awarded a contract to Netsync Network Solutions for development of a Broadband Network Grid.
- M. Approved a Lease Agreement Renewal for property located at 129 East 10th Street. (APN: 313-272-005)

- N. Approved the First Amendment to Lease Agreement with Love 4 Life Association and the Second Amendment to Lease Agreement with Perris Valley Chamber of Commerce for the property located at 11 South D Street. (APN: 313-091-001)
- O. Awarded a contract with RHA Landscape Architects Planners, Inc. for professional design services of the Copper Creek Park Renovation Phase II Project, located at 217 Citrus Avenue, Perris, CA 92570.
- P. Awarded a contract to Oaktree Design and Build, Inc. for construction services of the International Mother Language Monument Project located at Russell Stewart Park, 163 E. San Jacinto Avenue, Perris, CA 92570.
- Q. Awarded a Contract Augmentation to Action Surveys, Inc. for construction professional surveying services for the Enchanted Hills Park Project located at 1400 Weston Road, Perris, CA 92570.
- R. Awarded a Contract Services Agreement to Interwest for Project Management Services of the Copper Creek Park Renovation Phase II Project located at 217 Citrus Avenue, Perris, CA 92570.
- S. Approved West Basin Deposit, Grading and Maintenance Agreement with Stratford Ranch Investors, LLC for the grading and maintenance of a borrow site north of Ramona Expressway and west of the Perris Valley Storm Drain.
- T. Adopted Resolution Number 6031 Establishing the City's Article XIII B Appropriations (Gann) Limit for Fiscal Year 2022-2023.
- Resolution Number 6031 is entitled:
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ESTABLISHING THE APPROPRIATIONS LIMIT FOR FISCAL YEAR 2022-2023 PURSUANT TO ARTICLE XIII B OF THE CALIFORNIA CONSTITUTION
- U. Adopted Resolution Number 6032 approving the Annual Health Plan Premium Adjustment for Calendar Year 2023 and Fixing the Employer Contribution at the Equal Amount for Employees and Annuitants Under the Public Employees' Medical and Hospital Care Act.
- Resolution Number 6032 is entitled:
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, ADOPTING THE ANNUAL HEALTH PLAN PREMIUM ADJUSTMENT FOR CALENDAR YEAR 2023
- V. Approved the City's Investment Statements of Compliance for the quarter ending June 2022.
- W. Approved the City's Monthly Check Registers for June and July

2022.

The Mayor called for a motion.

M/S/C: Moved by David Starr Rabb, seconded by Rita Rogers to Approve the Consent Calendar, as presented, with the exception of Item 10.E.

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

NOES:

ABSENT:

ABSTAIN:

11. PUBLIC HEARINGS:

- A. Adopted Resolution Numbers 6033 and 6034 regarding annexation of DPR 16-00001 to Community Facilities District (CFD) 2001-3 (North Perris Public Safety District)-Annexation No. 48 DPR 16-00001 is located at the southwest corner of Nance Street and Indian Avenue. (APN(s) 302-030-001) (Owner: Cabot Properties CIVF VI-CA1B01).
(This item was continued from the July 26, 2022 City Council meeting)

Resolution Number 6033 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC SAFETY) OF THE CITY OF PERRIS, CALLING A SPECIAL ELECTION TO SUBMIT TO THE QUALIFIED ELECTORS WITHIN PROPOSED ANNEXATION NO. 48 THE QUESTION OF ANNEXING SUCH TERRITORY AND LEVYING OF A SPECIAL TAX WITHIN THE AREA OF PROPOSED ANNEXATION NO. 48

Resolution Number 6034 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC SAFETY) OF THE CITY OF PERRIS, DECLARING THE RESULTS OF A SPECIAL ELECTION RELATING TO ANNEXATION NO. 48 AND ORDERING THE ANNEXATION OF SUCH TERRITORY, THE LEVYING OF A SPECIAL TAX WITHIN THE AREA OF ANNEXATION NO. 48 AND DIRECTING THE RECORDING OF A NOTICE OF SPECIAL TAX LIEN

Councilmember Rogers left the City Council Chambers at 7:43 p.m. and returned at 7:45 p.m.

Dulce Diaz, Willdan Financial, gave the presentation on this item.

The Mayor opened the Public Hearing at 7:45 p.m. There was no

Public Comment.

The Mayor closed the Public Hearing at 7:45 p.m.

The Mayor called for a motion.

M/S/C: Moved by Rita Rogers, seconded by David Starr Rabb to Approve Resolution Number 6033, as presented.

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

NOES:

ABSENT:

ABSTAIN:

The Mayor asked the City Clerk to open the Ballot.

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

The Mayor called for a motion.

M/S/C: Moved by David Starr Rabb, seconded by Rita Rogers to Approve Resolution Number 6034, as presented.

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

NOES:

ABSENT:

ABSTAIN:

- B. Adopted Resolution Numbers 6035 and 6036 regarding annexation of DPR 16-00001 to Community Facilities District (CFD) 2018-02 (Public Services District)-Annexation No. 10. DPR 16-00001 is located at the southwest corner of Nance Street and Indian Avenue. (APN(s) 302-030-001) (Owner: Cabot Properties CIVF VI-CA1B01) (This item was continued from the July 26, 2022 City Council meeting)

Resolution Number 6035 is 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. 10 THE QUESTION OF ANNEXING SUCH TERRITORY AND LEVYING OF A SPECIAL TAX WITHIN THE AREA OF PROPOSED ANNEXATION NO. 10

Resolution Number 6036 is 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, DECLARING THE RESULTS OF A SPECIAL ELECTION RELATING TO

ANNEXATION NO. 10 AND ORDERING THE ANNEXATION OF SUCH TERRITORY, THE LEVYING OF A SPECIAL TAX WITHIN THE AREA OF ANNEXATION NO. 10 AND DIRECTING THE RECORDING OF A NOTICE OF SPECIAL TAX LIEN

Dulce Diaz, Willdan Financial, gave the presentation on this item.

The Mayor opened the Public Hearing at 7:48 p.m. There was no Public Comment.

The Mayor closed the Public Hearing at 7:48 p.m.

The Mayor called for a motion.

M/S/C: Moved by David Starr Rabb, seconded by Rita Rogers to Approve Resolution Number 6035, as presented.

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

NOES:

ABSENT:

ABSTAIN:

The Mayor asked the City Clerk to open the Ballot.

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

The Mayor called for a motion.

M/S/C: Moved by Rita Rogers, seconded by David Starr Rabb to Approve Resolution Number 6036, as presented.

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

NOES:

ABSENT:

ABSTAIN:

12. **BUSINESS ITEMS:**

A. **Approved Fiscal Year 2022-2023 Budget Revisions.**

Director of Finance Matthew Schenk gave the presentation on this item.

The following Councilmember's spoke:

Rogers

Corona

Vargas

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

The Mayor called for a motion.

M/S/C: Moved by David Starr Rabb, seconded by Rita Rogers to Approve the Fiscal Year 2022-2023 Budget Revisions, as presented.

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

NOES:

ABSENT:

ABSTAIN:

B. Presentation and Overview of the City Council Transparency Webpage.

This item was introduced by Director of Administrative Services Saida Amozgar and turned over to Assistant City Clerk Judy Haughney for the presentation.

The following Councilmember spoke:

Corona

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

13. COUNCIL COMMUNICATIONS:

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 8:26 p.m.

Respectfully Submitted,

Nancy Salazar, City Clerk



CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

MEETING DATE: September 13, 2022

SUBJECT: Cooperative Agreement for Flood Control Improvements Associated with Conditional Use Permit No. 20-05100.

REQUESTED ACTION: Approve the Cooperative Agreement between the City of Perris, Riverside County Flood Control and Water Conservation District, and Markham Street Partners LLC, for Perris Valley MDP Line D required flood control facilities and drainage improvements.

CONTACT: Stuart E. McKibbin, Contract City Engineer

BACKGROUND/DISCUSSION:

The Cooperative Agreement (Agreement) sets forth the terms and conditions by and between the City of Perris (City), Riverside County Flood Control and Water Conservation District (District) and Markham Street Partners LLC (Developer) with respect to design, construction, inspection, ownership, operations, and maintenance for the Perris Valley MDP Line D, Stage 2 (Line D, Stage 2).

Line D, Stage 2 will be constructed by Developer to meet their conditions of approval for their truckyard for Conditional Use Permit No. 20-05100, approved October 26, 2021. Developer is funding all construction and construction inspection costs. Following completion of the project, District will accept ownership and incur the operation and maintenance costs for the drainage facility. City will accept and hold faithful performance and payment bonds submitted by Developer until all construction items are accepted by District. City will review and approve Developer's plans and specifications for the project. City will convey the drainage easement for Line D, Stage 2 to the District with a subsequent Council action.

Staff's recommendation is for the Council to approve the Agreement, and authorize the City Manager to execute the Agreement.

BUDGET (or FISCAL) IMPACT:

No fiscal impact.

Prepared by: Jesse Gauf, Assistant Engineer

REVIEWED BY:

City Attorney _____

Assistant City Manager _____

Deputy City Manager GA

Attachments:

1. Vicinity Map
2. Cooperative Agreement for Perris Valley MDP Line D, Stage 2 – Project No. 4-0-00493-2 Conditional Use Permit No. 20-05100

Consent: Yes

Public Hearing:

Business Item:

Presentation:

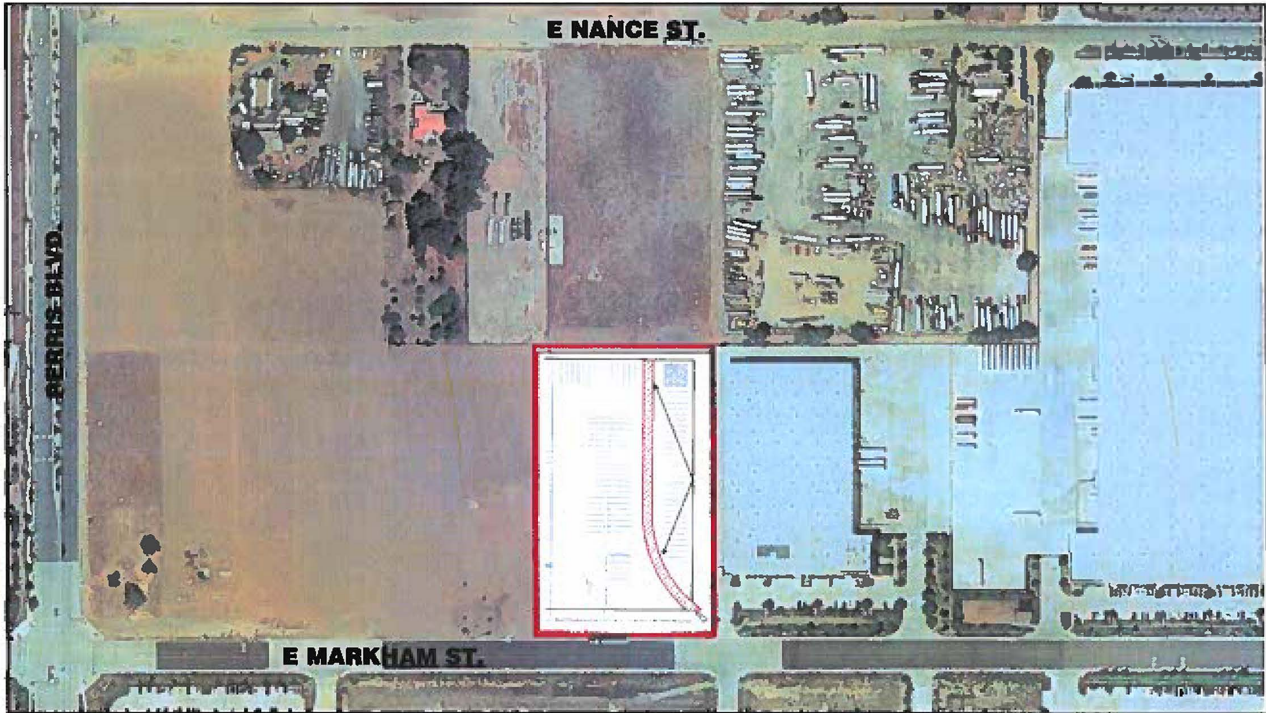
Other:

ATTACHMENT 1



[Vicinity Map]

COOPERATIVE AGREEMENT PERRIS VALLEY MDP LINE D, STAGE 2

VICINITY AND SITE MAP



LEGEND:

-  Markham Street Partners LLC Truck Terminal Parking
-  PV MDP Line D, Stage 2 and Right of Way Easement Location



ATTACHMENT 2

[Cooperative Agreement]

COOPERATIVE AGREEMENT
Perris Valley MDP Line D, Stage 2
Project No. 4-0-00493-2
Conditional Use Permit No. 20-05100

This Cooperative Agreement ("Agreement"), dated as of _____, is entered into by and between, the Riverside County Flood Control and Water Conservation District, a body politic, ("DISTRICT"), the City of Perris, a municipal corporation of the State of California ("CITY"), and Markham Street Partners, LLC, a California limited liability corporation ("DEVELOPER"). DISTRICT, CITY and DEVELOPER individually referred to herein as "Party" and collectively referred to herein as "Parties". The Parties hereto hereby agree as follows:

RECITALS

A. DEVELOPER is the legal owner of record of certain real property located within the city of Perris. The legal description of Conditional Use Permit No. 20-05100 is provided in Exhibit "A" attached hereto and made a part hereof; and

B. DEVELOPER has submitted for approval Conditional Use Permit No. 20-05100, related to the property, which is located in the incorporated area in the city of Perris. As a condition of approval for Conditional Use Permit No. 20-05100, DEVELOPER must construct certain flood control facilities in order to provide flood protection and drainage for DEVELOPER's planned development; and

C. The required flood control facilities and drainage improvements related to Conditional Use Permit No. 20-05100 are shown on DISTRICT's Drawing No. 4-1200 and shown in concept on Exhibit "B", attached hereto and made a part hereof, and include the construction of:

- (i). Approximately 672 lineal feet of a fifty-four-inch (54") diameter reinforced concrete pipe as shown on the plans as Line D, and as shown in concept in blue on Exhibit "B" ("PERRIS VALLEY MDP LINE D, STAGE 2"), and its associated transition structure, man holes and concrete bulkhead, will convey flows southerly at its downstream terminus to the existing DISTRICT maintained Perris Valley MDP Line D as shown on District Drawing No. 4-1067; and
- (ii). All safety devices requested by DISTRICT staff during the course of project construction and during any final field inspections, including but not limited to concrete pads, slope protection barriers, signage and fencing ("SAFETY DEVICES"). SAFETY DEVICES shall be purchased and installed by DEVELOPER's contractor, and subject to DISTRICT's inspection and approval; and

D. Together, PERRIS VALLEY MDP LINE D, STAGE 2 and SAFETY DEVICES, are hereinafter called ("DISTRICT FACILITIES"); and

E. Associated with the construction of DISTRICT FACILITIES includes the construction of certain junction structures, curbs and gutters, manholes, catch basins, a screen wall and certain lateral storm drains within DEVELOPER's right of way that are thirty-six inches (36") or less in diameter, hereinafter called ("DEVELOPER FACILITIES"); and

F. Together, DISTRICT FACILITIES and DEVELOPER FACILITIES are hereinafter called ("PROJECT"); and

G. DEVELOPER and CITY desire DISTRICT to accept ownership and responsibility for the operation and maintenance of DISTRICT FACILITIES; and

H. DISTRICT and CITY desire DEVELOPER to accept ownership and responsibility for the operation and maintenance of DEVELOPER FACILITIES; and

I. DEVELOPER and DISTRICT desire CITY to subsequently inspect the construction of PROJECT. Therefore, CITY must review and approve DEVELOPER's plans and specifications for PROJECT; and

J. DISTRICT is willing to accept ownership and responsibility for the operation and maintenance of DISTRICT FACILITIES provided DEVELOPER performs all of the following: (i) complies with this Agreement, (ii) prepares PROJECT plans in accordance with DISTRICT and CITY approved plans and specifications and this Agreement, (iii) constructs PROJECT in accordance with DISTRICT and CITY approved plans and specifications and this Agreement, (iv) obtains and conveys to DISTRICT and CITY the necessary rights of way for the inspection, operation and maintenance of DISTRICT FACILITIES, (v) accepts ownership and responsibility for the operation and maintenance of PROJECT following completion of PROJECT construction until such time as DISTRICT accepts ownership and responsibility for the operation and maintenance of DISTRICT FACILITIES as set forth herein, and (vi) provides DISTRICT with unrestricted access to DEVELOPER's gated entrance for the operation and maintenance of DISTRICT FACILITIES as shown on DISTRICT's Drawing No. 4-1200; and

K. CITY is willing to (i) review and approve, in conjunction with DISTRICT, DEVELOPER's plans and specifications for PROJECT, (ii) accept and hold faithful performance and payment bonds in the amount of Two Hundred Ninety-Seven Thousand Three Hundred Sixty-Five Dollars (\$297,365) submitted by DEVELOPER on behalf of DISTRICT for DISTRICT FACILITIES, and subject to change should any revisions to DISTRICT FACILITIES be proposed after Agreement is executed, (iii) inspect the construction of PROJECT, (iv) grant DISTRICT the right to inspect, operate and maintain DISTRICT FACILITIES within CITY

rights of way, and (v) convey to DISTRICT the necessary rights of way for the inspection, operation and maintenance of DISTRICT FACILITIES, provided PROJECT is constructed in accordance with plans and specifications approved by DISTRICT and CITY.

NOW, THEREFORE, in consideration of the preceding recitals and the mutual covenants hereinafter contained, the Parties hereto mutually agree that the above recitals are true and correct and incorporated into the terms of this Agreement and as follows:

SECTION I

DEVELOPER shall:

1. Prepare PROJECT plans and specifications, hereinafter called "IMPROVEMENT PLANS", in accordance with applicable DISTRICT and CITY standards, and submit to DISTRICT and CITY for their respective review and approval.
2. Continue to pay DISTRICT, within thirty (30) calendar days after receipt of periodic billings from DISTRICT, any and all such amounts as are deemed reasonably necessary by DISTRICT to cover DISTRICT's costs associated with (i) the review of IMPROVEMENT PLANS, (ii) the review and approval of rights of way and conveyance documents, (iii) the processing and administration of this Agreement, and (iv) construction inspection costs. Additionally, DEVELOPER shall pay CITY, within thirty (30) calendar days after receipt of periodic billings from CITY, any and all such amounts as are deemed reasonably necessary by CITY to cover CITY's costs associated with (i) the review and approval of IMPROVEMENT PLANS, (ii) the review and approval of right of way and conveyance documents, (iii) the processing and administration of this Agreement, and (iv) construction inspection costs.

3. By execution of this Agreement, grant DISTRICT and CITY the right to enter upon DEVELOPER's property where necessary and convenient for the purpose of gaining access to and performing inspection services for the construction of PROJECT as set forth herein.

4. Upon execution of this Agreement or not less than twenty (20) calendar days prior to recordation of the final map for Conditional Use Permit No. 20-05100 or any phase thereof, whichever occurs first, provide CITY with faithful performance and payment bonds in accordance with Recitals 'K' and CITY's municipal code including any amendments thereto, for the estimated cost for construction of DISTRICT FACILITIES as determined by DISTRICT. The surety, amount and form of the bonds, shall list CITY as an obligee and shall be subject to approval of DISTRICT (Attention: Contract Services Section) and CITY. The bonds shall remain in full force and effect until DISTRICT FACILITIES are accepted by DISTRICT as complete. Both bonds shall be subscribed by an Admitted Surety Insurer, which is authorized to transact surety insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or larger. Should any bond or surety become insufficient, DEVELOPER shall furnish a new bond within ten (10) calendar days after receiving notice from CITY.

5. Upon DISTRICT's approval of IMPROVEMENT PLANS, deposit with DISTRICT (Attention: Business Office – Accounts Receivable), and notify Contract Services Section, the estimated cost of providing construction inspection for DISTRICT FACILITIES, in an amount as determined and approved by DISTRICT in accordance with County of Riverside Ordinance Nos. 671 and 749, including any amendments thereto, based upon the bonded value of DISTRICT FACILITIES.

6. Upon DISTRICT's and CITY's approval of IMPROVEMENT PLANS, furnish DISTRICT (Attention: Contract Services Section), with a complete list of all contractors

and subcontractors to be performing work on PROJECT, including the corresponding license number and license classification of each. At such time, DEVELOPER shall further identify in writing its designated superintendent for PROJECT construction.

7. Upon DISTRICT's and CITY's approval of IMPROVEMENT PLANS, furnish DISTRICT (Attention: Contract Services Section), with a construction schedule which shall show the order and dates in which DEVELOPER or DEVELOPER's contractor proposes to carry out the various parts of work, including estimated start and completion dates. As construction of PROJECT progresses, DEVELOPER shall update said construction schedule as requested by DISTRICT.

8. Upon DISTRICT's and CITY's approval of IMPROVEMENT PLANS, furnish DISTRICT (Attention: Contract Services Section), with a confined space entry procedure specific to PROJECT. The procedure shall comply with requirements contained in California Code of Regulations, Title 8, Section 5158, Other Confined Space Operations, Section 5157, Permit Required Confined Space and District Confined Space Procedures, SOM-18. The procedure shall be reviewed and approved by DISTRICT prior to the issuance of a Notice to Proceed, which shall be given by DISTRICT to DEVELOPER upon DISTRICT's and CITY's approval.

9. Upon DISTRICT's and CITY's approval of IMPROVEMENT PLANS, an original certificate of insurance evidencing the required insurance coverage shall be provided to DISTRICT (Attention: Contract Services Section) and CITY. At minimum, the procured insurance coverages should adhere to DISTRICT's required insurance provided in Exhibit "C", attached hereto and made a part hereof. DEVELOPER shall not commence construction until DISTRICT (Attention: Contract Services Section) and CITY have been furnished with original certificate(s) of insurance and original certified copies of endorsements and if requested, certified

original policies of insurance including all endorsements and any and all other attachments. Failure to maintain the insurance required by this paragraph shall be deemed a material breach of this Agreement and shall authorize and constitute authority for DISTRICT, at its sole discretion, to provide written notice to DEVELOPER that DISTRICT is unable to perform its obligations hereunder, nor to accept responsibility for ownership, operation and maintenance of DISTRICT FACILITIES due, either in whole or in part, to said breach of this Agreement.

10. Upon DISTRICT and CITY approval of IMPROVEMENT PLANS, or not less than twenty (20) calendar days prior to recordation of the final map for Conditional Use Permit No. 20-05100 or any phase thereof, whichever occurs first, furnish DISTRICT (Attention: Plan Check Section) and CITY with sufficient evidence of DEVELOPER securing the necessary licenses, agreements, permits, approvals, rights of way, rights of entry and temporary construction easements, as may be needed for the construction, inspection, operation and maintenance of PROJECT as determined and approved by DISTRICT and CITY.

11. Upon DISTRICT and CITY approval of IMPROVEMENT PLANS and prior to the start on any portion of PROJECT construction, obtain and provide DISTRICT (Attention: Plan Check Services Section), with duly executed Irrevocable Offer(s) of Dedication to the public for flood control and drainage purposes, including ingress and egress, for the rights of way deemed necessary by DISTRICT for the construction, inspection, operation and maintenance of DISTRICT FACILITIES. The Irrevocable Offer(s) of Dedication shall be in a form approved by DISTRICT and shall be executed by all legal and equitable owners of the property described in the offer(s).

12. Upon submitting the Irrevocable Offer(s) of Dedication as set forth in Section I.11., furnish DISTRICT (Attention: Plan Check Section) with Preliminary Reports on

Title dated not more than thirty (30) calendar days prior to date of submission of all the property described in the Irrevocable Offer(s) of Dedication.

13. Prior to the start on any portion of PROJECT construction, furnish DISTRICT (Attention: Plan Check Section) and CITY each with a set of final mylar plans of PROJECT and assign their ownership to DISTRICT and CITY, respectively.

14. After receiving DISTRICT's plan check, administrative, and rights of way clearance for PROJECT construction as set forth in Sections I.1 through I.13, notify DISTRICT (Attention: Construction Management Section) and CITY with twenty (20) calendar days written notice of intent to start of construction of PROJECT, and include PROJECT's Geotechnical Firm, Concrete Lab/Test Firm, D-Load test forms, Trench Shoring/False Work Calculations, Concrete Mix designs for DISTRICT's review and approval. Construction shall not begin on any element of PROJECT, for any reason whatsoever, until DISTRICT and CITY have issued to DEVELOPER a written Notice to Proceed authorizing DEVELOPER to commence construction of PROJECT. DISTRICT reserves the right to withhold issuance of the Notice to Proceed in accordance with Section IV.3.

15. Prior to commencing construction, furnish DISTRICT (Attention: Plan Check Section) and CITY with copies of all permits, approvals or agreements required by any federal, state or local resource and/or regulatory agency for the construction, operation and maintenance of PROJECT. Such documents include, but are not limited to, those issued by the U.S. Army Corps of Engineers, California Regional Water Quality Control Board, California State Department of Fish and Wildlife, State Water Resources Control Board and Western Riverside County Regional Conservation Authority ("REGULATORY PERMITS").

16. Not permit any change to or modification of DISTRICT and CITY approved IMPROVEMENT PLANS without the prior written permission and consent of DISTRICT and CITY.

17. Comply with all Cal/OSHA safety regulations including, but not limited to, regulations concerning confined space and maintain a safe working environment for DEVELOPER, DISTRICT and CITY employees on the site.

18. Upon receipt of DISTRICT's written Notice to Proceed, construct or cause to be constructed, PROJECT at DEVELOPER's sole cost and expense, in accordance with DISTRICT and CITY approved IMPROVEMENT PLANS.

19. Within two (2) weeks of completing PROJECT construction, provide DISTRICT (Attention: Construction Management Section) and CITY with written notice that PROJECT construction is substantially complete, and request (i) DISTRICT conduct a final inspection of DISTRICT FACILITIES and (ii) CITY conduct a final inspection of PROJECT.

20. Upon completion of PROJECT construction, and upon acceptance by CITY of all rights of way deemed necessary by DISTRICT for the operation and maintenance of PROJECT, but prior to DISTRICT acceptance of DISTRICT FACILITIES for ownership, operation and maintenance, convey or cause to be conveyed to CITY the flood control easement(s), including ingress and egress, in a form approved by DISTRICT, to the rights of way as shown in concept in red cross-hatched on Exhibit "D", attached hereto and made a part hereof. The easement(s) or grant deed(s) shall be in a form approved by both DISTRICT and CITY and shall be executed by all legal and equitable owners of the property(ies) described in the easement(s) or grant deed(s).

21. At the time of recordation of the conveyance document(s) as set forth in Section 1.20, furnish DISTRICT with policies of title insurance, each in the amount of not less

than (i) fifty percent (50%) of the estimated fee value as determined by DISTRICT for each easement parcel to be conveyed to DISTRICT; or (ii) one hundred percent (100%) of the estimated value as determined by DISTRICT for each fee parcel to be conveyed to DISTRICT, guaranteeing DISTRICT's interest in said parcel(s) as being free and clear of all liens, encumbrances, assessments, easements, taxes and leases (recorded or unrecorded), and except those which in the sole discretion of DISTRICT are acceptable.

22. Upon completion of PROJECT construction, accept ownership, sole responsibility and all liability whatsoever for the ownership, operation and maintenance of DEVELOPER FACILITIES. Additionally, DEVELOPER shall accept ownership, sole responsibility and all liability whatsoever for the operation and maintenance of PROJECT until such time as DISTRICT accepts ownership and responsibility for operation and maintenance of DISTRICT FACILITIES. DISTRICT FACILITIES shall be in a satisfactorily maintained condition as solely determined by DISTRICT. If, subsequent to the inspection and, in the sole discretion of DISTRICT, DISTRICT FACILITIES is not in an acceptable condition, corrections shall be made at sole expense of DEVELOPER.

23. Upon completion of PROJECT construction but prior to DISTRICT acceptance of DISTRICT FACILITIES for ownership, operation and maintenance, provide or cause its civil engineer of record or construction civil engineer of record, duly registered in the State of California, to provide DISTRICT (Attention: Construction Management Section), with (i) soil compaction report(s) – stamped and wet signed by the geotechnical engineer, (ii) concrete testing report(s) – stamped and wet signed by the civil engineer of record, and (iii) a redlined "record drawings" copy of IMPROVEMENT PLANS. After DISTRICT approval of the redlined "record drawings", DEVELOPER's engineer shall schedule with DISTRICT a time to transfer the redlined changes onto DISTRICT's original mylars at DISTRICT's office; after which, the

engineer shall review, stamp and sign the original IMPROVEMENT PLANS as "record drawings".

24. Upon DISTRICT acceptance of DISTRICT FACILITIES as set forth in Recital I and in accordance with IMPROVEMENT PLANS, provide DISTRICT with unrestricted access to DEVELOPER's gated entrance for the operation and maintenance of DISTRICT FACILITIES.

25. Ensure that all work performed pursuant to this Agreement by DEVELOPER, its agents or contractors is done in accordance with all applicable laws and regulations including, but not limited to, all applicable provisions of the Labor Code, Business and Professions Code and Water Code. DEVELOPER shall be solely responsible for all costs associated with compliance with applicable laws and regulations.

26. Pay, if suit is brought upon this Agreement or any bond guaranteeing the completion of PROJECT, all costs and reasonable expenses and fees, including reasonable attorneys' fees, and acknowledge that, upon entry of judgment, all such costs, expenses and fees shall be computed as costs and included in any judgment rendered.

SECTION II

DISTRICT shall:

1. Review IMPROVEMENT PLANS and approve when DISTRICT has determined that such plans meet DISTRICT standards and are found acceptable to DISTRICT prior to the start of PROJECT construction.

2. Provide CITY an opportunity to review and approve IMPROVEMENT PLANS prior to DISTRICT's final approval.

3. Upon execution of this Agreement, record or cause to be recorded a copy of this Agreement in the Official Records of the Riverside County Recorder.

4. Record or cause to be recorded the Irrevocable Offer(s) of Dedication provided by DEVELOPER pursuant to Section I.11.

5. Endeavor to issue DEVELOPER a Notice to Proceed within twenty (20) calendar days of receipt of DEVELOPER's complete written notice of intent to start of construction of PROJECT as set forth in Section I.14.; however, DISTRICT's construction inspection staff is limited and, therefore, the issuance of a Notice to Proceed is subject to staff availability.

6. Reserve the right to withhold issuance of the Notice to Proceed pursuant to Section IV.3.

7. Inspect construction of DISTRICT FACILITIES.

8. Keep an accurate accounting and submit periodic invoices to DEVELOPER of all DISTRICT costs associated with (i) the review and approval of IMPROVEMENT PLANS, (ii) the review and approval of right of way and conveyance documents, and (iii) the processing and administration of this Agreement.

9. Keep an accurate accounting of all DISTRICT construction inspection costs and within forty-five (45) calendar days after DISTRICT acceptance of DISTRICT FACILITIES as being complete, submit a final cost statement to DEVELOPER. If the deposit as set forth in Section I.5. exceeds such inspection costs, DISTRICT shall reimburse DEVELOPER the excess amount within sixty (60) calendar days after DISTRICT acceptance of DISTRICT FACILITIES as being complete.

10. Upon (i) DISTRICT acceptance of PROJECT construction as being complete and (ii) DISTRICT receipt of stamped and signed "record drawing" of IMPROVEMENT PLANS as set forth in Section I.23., provide DEVELOPER with a reproducible duplicate copy of "record drawings" of IMPROVEMENT PLANS.

11. Prior to DISTRICT acceptance of ownership and responsibility for the operation and maintenance of DISTRICT FACILITIES, DISTRICT FACILITIES shall be in a satisfactorily maintained condition as solely determined by DISTRICT. If, subsequent to any inspection and, in the sole discretion of DISTRICT, DISTRICT FACILITIES are not in an acceptable condition, corrections shall be made at sole expense of DEVELOPER.

12. Accept ownership and sole responsibility for the operation and maintenance of DISTRICT FACILITIES upon (i) DISTRICT inspection of DISTRICT FACILITIES in accordance with Section I.19., (ii) DISTRICT acceptance of PROJECT construction as being complete; (iii) DISTRICT receipt of stamped and signed "record drawings" of PROJECT plans as set forth in Section I.23., (iv) recordation of all conveyance documents described in Section I.20., (v) receipt of all required policies of title insurance described in Section I.21, and (vi) DISTRICT FACILITIES fully functioning as a flood control drainage system as solely determined by DISTRICT, and (vii) DISTRICT's sole determination that DISTRICT FACILITIES are in a satisfactorily maintained condition.

13. Upon DISTRICT acceptance of DISTRICT FACILITIES and DISTRICT receipt of stamped and signed "record drawing" of IMPROVEMENT PLANS as set forth in Section I.23., provide CITY with (i) a reproducible duplicate copy of "record drawings" of constructed DISTRICT FACILITIES, (ii) a written notice that PROJECT is complete, and (iii) request CITY to release bonds held for DISTRICT FACILITIES.

SECTION III

CITY shall:

1. Review IMPROVEMENT PLANS and approve when CITY has determined that such plans meet CITY standards and are found acceptable to CITY prior to the start of PROJECT construction.

2. Accept CITY and DISTRICT approved faithful performance and payment bonds in the amount of Two Hundred Ninety-Seven Thousand Three Hundred Sixty-Five Dollars (\$297,365) submitted by DEVELOPER in accordance with Recitals 'K', and which meet the requirements of CITY municipal code or ordinances, including any amendments thereto, as set forth in Section I.4., for the estimated cost for construction of DISTRICT FACILITIES as determined by DISTRICT, and hold said bonds as provided in this Agreement. The bonds shall list CITY as obligee and be subject to the approval of DISTRICT (Attention: Contract Services Section) and CITY. The bonds shall remain in full force and effect until DISTRICT FACILITIES are accepted by DISTRICT as complete. Both bonds shall be subscribed by an Admitted Surety Insurer, which is authorized to transact surety insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or larger. Should any bond or surety become insufficient, DEVELOPER shall furnish a new bond within ten (10) calendar days after receiving notice from CITY. CITY shall not release said bonds until DISTRICT provides CITY with a reproducible duplicate copy of "record drawings" and written notification as set forth in Section II.13.

3. Request DEVELOPER update the construction schedule as deemed necessary.

4. By execution of this Agreement, grant DISTRICT the right to inspect, operate and maintain DISTRICT FACILITIES within CITY rights of way.

5. By execution of this Agreement, consent to DISTRICT recording of any Irrevocable Offer(s) of Dedication furnished by DEVELOPER pursuant to this Agreement.

6. As requested by DISTRICT, accept the Irrevocable Offer(s) of Dedication as set forth herein and any other outstanding offers of dedication necessary for the construction, inspection, operation and maintenance of DISTRICT FACILITIES and convey sufficient rights

of way to DISTRICT to allow DISTRICT to construct, inspect, operate and maintain DISTRICT FACILITIES.

7. Inspect PROJECT construction.
8. Upon completion of PROJECT construction but prior to DISTRICT acceptance of DISTRICT FACILITIES for ownership, operation and maintenance, convey or cause to be conveyed to DISTRICT the flood control easement(s), including ingress and egress, to the rights of way as shown in concept in red cross-hatched on Exhibit "D".
9. [INTENTIONALLY DELETED]
10. Release occupancy permits in accordance with the approved conditions of approval for Conditional Use Permit No. 20-05100.
11. Upon DISTRICT and CITY acceptance of PROJECT construction as being complete, accept sole responsibility for the adjustment of all PROJECT manhole rings and covers located within CITY rights of way which must be performed at such time(s) that the finished grade along and above the underground portions of DISTRICT FACILITIES are improved, repaired, replaced or changed. It being further understood and agreed that any such adjustments shall be performed by CITY at no cost to DISTRICT.

SECTION IV

It is further mutually agreed:

1. All construction work involved with PROJECT shall be inspected by DEVELOPER, DISTRICT and CITY but shall not be deemed complete until DISTRICT and CITY mutually agree in writing that construction of PROJECT is completed in accordance with DISTRICT and CITY approved IMPROVEMENT PLANS.
2. DISTRICT and CITY personnel may observe and inspect all work being done on DISTRICT FACILITIES but shall provide any comments to DISTRICT personnel who

shall be solely responsible for all quality control communications with DEVELOPER's contractor(s) during the construction of PROJECT.

3. If DEVELOPER fails to commence construction of PROJECT within twenty-four (24) consecutive months after execution of this Agreement, then DISTRICT reserves the right to withhold issuance of the Notice to Proceed after this period of time pending a review of the existing site conditions as they exist at the time DEVELOPER provides written notification to DISTRICT of the start of construction as set forth in Section I.14. In the event of a change in the existing site conditions that materially affects PROJECT function or DISTRICT's ability to operate and maintain DISTRICT FACILITIES, DISTRICT may require DEVELOPER to modify IMPROVEMENT PLANS as deemed necessary by DISTRICT.

4. If DEVELOPER fails to complete construction of PROJECT within twelve (12) consecutive months after commencement of construction of PROJECT, it is expressly understood that since time is of the essence in this Agreement, failure of DEVELOPER to perform the work within the agreed upon time shall constitute authority for CITY to perform the remaining work on PROJECT and require DEVELOPER's surety to pay to CITY the penal sum of any and all bonds. In which case, CITY shall subsequently reimburse DISTRICT for any DISTRICT costs incurred. DISTRICT may withhold acceptance for ownership and sole responsibility for the operation and maintenance of DISTRICT FACILITIES unless and until DEVELOPER performs all obligations under this Agreement.

5. In the event DEVELOPER wishes to expedite issuance of a Notice to Proceed, DEVELOPER may elect to furnish an independent qualified construction inspector at DEVELOPER's sole cost and expense. DEVELOPER shall furnish appropriate documentation of the individual's credentials and experience to DISTRICT for review and, if appropriate, approval. DISTRICT shall review the individual's qualifications and experience, and upon

approval thereof, said individual, hereinafter called "DEPUTY INSPECTOR", shall be authorized to act on DISTRICT's behalf on all DISTRICT FACILITIES construction and quality control matters. If DEVELOPER's initial construction inspection deposit furnished pursuant to Section I.5. exceeds Ten Thousand Dollars (\$10,000), DISTRICT shall refund to DEVELOPER up to eighty percent (80%) of DEVELOPER's initial inspection deposit within forty-five (45) calendar days of DISTRICT's approval of DEPUTY INSPECTOR; however, a minimum balance of Ten Thousand Dollars (\$10,000) shall be retained on account.

6. PROJECT construction work shall be on a five (5) day, forty (40) hour work week with no work on Saturdays, Sundays or DISTRICT or CITY designated legal holidays, unless otherwise approved in writing by DISTRICT and CITY. If DEVELOPER feels it is necessary to work more than the normal forty (40) hour work week or on DISTRICT or CITY designated legal holidays, DEVELOPER shall make a written request for permission from DISTRICT and CITY to work the additional hours. The request shall be submitted to DISTRICT and CITY at least seventy-two (72) hours prior to the requested additional work hours and state the reasons for the overtime and the specific time frames required. The decision of granting permission for overtime work shall be made by DISTRICT and CITY at their sole discretion and shall be final. If permission is granted by DISTRICT and CITY, DEVELOPER will be charged the cost incurred at the overtime rates for additional inspection time required in connection with the overtime work in accordance with County of Riverside Ordinance Nos. 671 and 749, including any amendments thereto.

7. DEVELOPER shall indemnify, defend and hold harmless and require DEVELOPER's construction contractor(s) to indemnify, defend and hold harmless DISTRICT, the County of Riverside, and CITY (including each of their respective Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors,

elected and appointed officials, employees, agents and representatives) (individually and collectively hereinafter referred to as "Indemnitees") from any liability, action, claim or damage whatsoever, based or asserted upon any acts, omissions, or services of DEVELOPER and DEVELOPER'S construction contractor(s), (including their respective officers, employees, subcontractors, agents or representatives) (individually and collectively hereinafter referred to as "Indemnitors") arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever. DEVELOPER or DEVELOPER's construction contractor(s) shall defend, at its sole expense, all costs and fees, (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards), in any claim or action based upon such alleged acts or omissions. All applicable indemnification provisions of this Agreement shall remain in effect following the termination of the Agreement.

8. With respect to any action or claim subject to indemnification herein by DEVELOPER, DEVELOPER shall, at its sole cost, have the right to use counsel of its own choice and may adjust, settle, or compromise any such action or claim only with the prior consent of DISTRICT, the County of Riverside or CITY. Any such adjustment, settlement or compromise shall not in any manner whatsoever limit or circumscribe DEVELOPER's indemnification obligations to Indemnitees as set forth herein.

9. DEVELOPER's and DEVELOPER's construction contractor(s) indemnification obligation hereunder shall be satisfied when DEVELOPER or DEVELOPER's construction contractor(s) has provided to DISTRICT, the County of Riverside and CITY the appropriate form of dismissal relieving DISTRICT, the County of Riverside or CITY from any liability for the action or claim involved.

10. The specified insurance limits required in this Agreement shall in no way limit or circumscribe DEVELOPER's or DEVELOPER's construction contractor(s) obligations to indemnify and hold harmless Indemnitees from third party claims.

11. In the event there is conflict between this section and California Civil Code Section 2782, this section shall be interpreted to comply with California Civil Code Section 2782. Such interpretation shall not relieve DEVELOPER or DEVELOPER's construction contractor(s) from indemnifying Indemnitees to the fullest extent allowed by law.

12. DEVELOPER for itself, its successors and assigns hereby releases DISTRICT, the County of Riverside and CITY (including each of their respective Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives) from any and all claims, demands, actions, or suits of any kind arising out of any liability, known or unknown, present or future, including but not limited to any claim or liability, based or asserted, pursuant to Article I, Section 19 of the California Constitution, the Fifth Amendment of the United States Constitution, or any other law or ordinance which seeks to impose any other liability or damage, whatsoever, for damage caused by the discharge of drainage within or from PROJECT. Nothing contained herein shall constitute a release by DISTRICT, County of Riverside, or CITY, (including each of their respective Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives) of DEVELOPER from any and all claims, demands, actions or suits of any kind arising out of any liability, known or unknown, present or future, for the negligent maintenance of PROJECT by DEVELOPER after the acceptance of PROJECT by DISTRICT and CITY, as described in this Agreement.

13. Any waiver by any Party hereto of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term hereof. Failure on the part of any Party hereto to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms hereof or estopping such Party from enforcement hereof.

14. Any and all notices sent or required to be sent to the Parties of this Agreement will be mailed by first class mail, postage prepaid, to the following addresses:

To DISTRICT: RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT
1995 Market Street
Riverside, CA 92501
Attn: Contracts Services Section

To CITY: CITY OF PERRIS
101 N D Street
Perris, CA 92570
Attn: Judy L. Haughney

To DEVELOPER: MARKHAM STREET PARTNERS, LLC
1820 San Vicente Boulevard
Santa Monica, CA 90402
Attn: Babak Nassirzadeh

15. This Agreement is to be construed in accordance with the laws of the State of California. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect without being impaired or invalidated in any way.

16. Any action at law or in equity brought by any of the Parties hereto for the purpose of enforcing a right or rights provided for by the Agreement, shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the Parties hereto waive all provisions of law providing for a change of venue in such proceedings to any other county.

17. This Agreement is the result of negotiations between the Parties hereto, and the advice and assistance of their respective counsel. The fact that this Agreement was prepared as a matter of convenience by DISTRICT shall have no importance or significance. Any uncertainty or ambiguity in this Agreement shall not be construed against DISTRICT because DISTRICT prepared this Agreement in its final form.

18. The provisions of this Agreement are solely for the benefit of the Parties, and not for the benefit of any third party. Accordingly, no third party shall have any right or action based on the provisions of this Agreement.

19. The rights and obligations of DEVELOPER shall inure to and be binding upon all heirs, successors and assignees.

20. No Party shall assign this Agreement without the written consent of all other Parties. Any attempt to delegate or assign any interest herein without written consent of all other Parties shall be deemed void and of no effect.

21. In the event DEVELOPER sells Conditional Use Permit No. 20-05100, DEVELOPER shall notify DISTRICT and CITY of any such transfer or assignment in writing no later than thirty (30) calendar days from the date of the sale. DEVELOPER expressly understands and agrees that it shall remain liable with respect to any and all of the obligations and duties in this Agreement until DISTRICT, CITY, DEVELOPER and the new owner(s) of Conditional Use Permit No. 20-05100 fully execute an assignment and assumption agreement that transfers all DEVELOPER's rights, duties or obligations in this Agreement to the new owner(s) of Conditional Use Permit No. 20-05100.

22. The individual(s) executing this Agreement on behalf of DEVELOPER certify that they have the authority within their respective company(ies) to enter into and execute this Agreement and have been authorized to do so by all boards of directors, legal counsel, and/or

any other board, committee or other entity within their respective company(ies) which have the authority to authorize or deny entering into this Agreement.

23. This Agreement is intended by the Parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous agreements and understandings, oral or written, in connection therewith. This Agreement may be changed or modified only upon the written consent of the Parties hereto.

24. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

//

//

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on

(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

**RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT**

By _____
JASON E. UHLEY
General Manager-Chief Engineer

By _____
KAREN SPIEGEL, Chair
Riverside County Flood Control and Water
Conservation District Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

COUNTY COUNSEL

KECIA HARPER
Clerk of the Board

By _____
STEPHANIE K. NELSON
Deputy County Counsel

By _____
Deputy

(SEAL)

[Signed in Counterpart]

Cooperative Agreement:
Perris Valley MDP Line D, Stage 2
Project No. 4-0-00493-2
Conditional Use Permit No. 20-05100
LEH:AMR:blm
08/22/22

RECOMMENDED FOR APPROVAL:

CITY OF PERRIS

By _____
CLARA MIRAMONTES
City Manager

By _____
MICHAEL VARGAS
City Mayor

APPROVED AS TO FORM:

ATTEST:

By _____
ERIC DUNN
City Attorney

By _____
NANCY SALAZAR
City Clerk

(SEAL)

Cooperative Agreement:
Perris Valley MDP Line D, Stage 2
Project No. 4-0-00493-2
Conditional Use Permit No. 20-05100
LEH:AMR:blm
08/22/22

MARKHAM STREET PARTNERS, LLC
a California limited liability corporation

By _____
BABAK NASSIRZADEH
Manager

(ATTACH NOTARY WITH CAPACITY
STATEMENT)

Cooperative Agreement:
Perris Valley MDP Line D, Stage 2
Project No. 4-0-00493-2
Conditional Use Permit No. 20-05100
LEH:AMR:blm
08/22/22

EXHIBIT "A"

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL A:

LOT 6 IN BLOCK 6 OF RIVERSIDE TRACT, IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 14, PAGE 668, OF MAPS, SAN DIEGO COUNTY RECORDS.

EXCEPTING THEREFROM THAT PORTION CONVEYED TO RAFAEL G. RODRIGUEZ AND NATALIA RODRIGUEZ, BY DEED RECORDED MARCH 22, 1983 AS INSTRUMENT NO. 53187, OF OFFICIAL RECORDS.

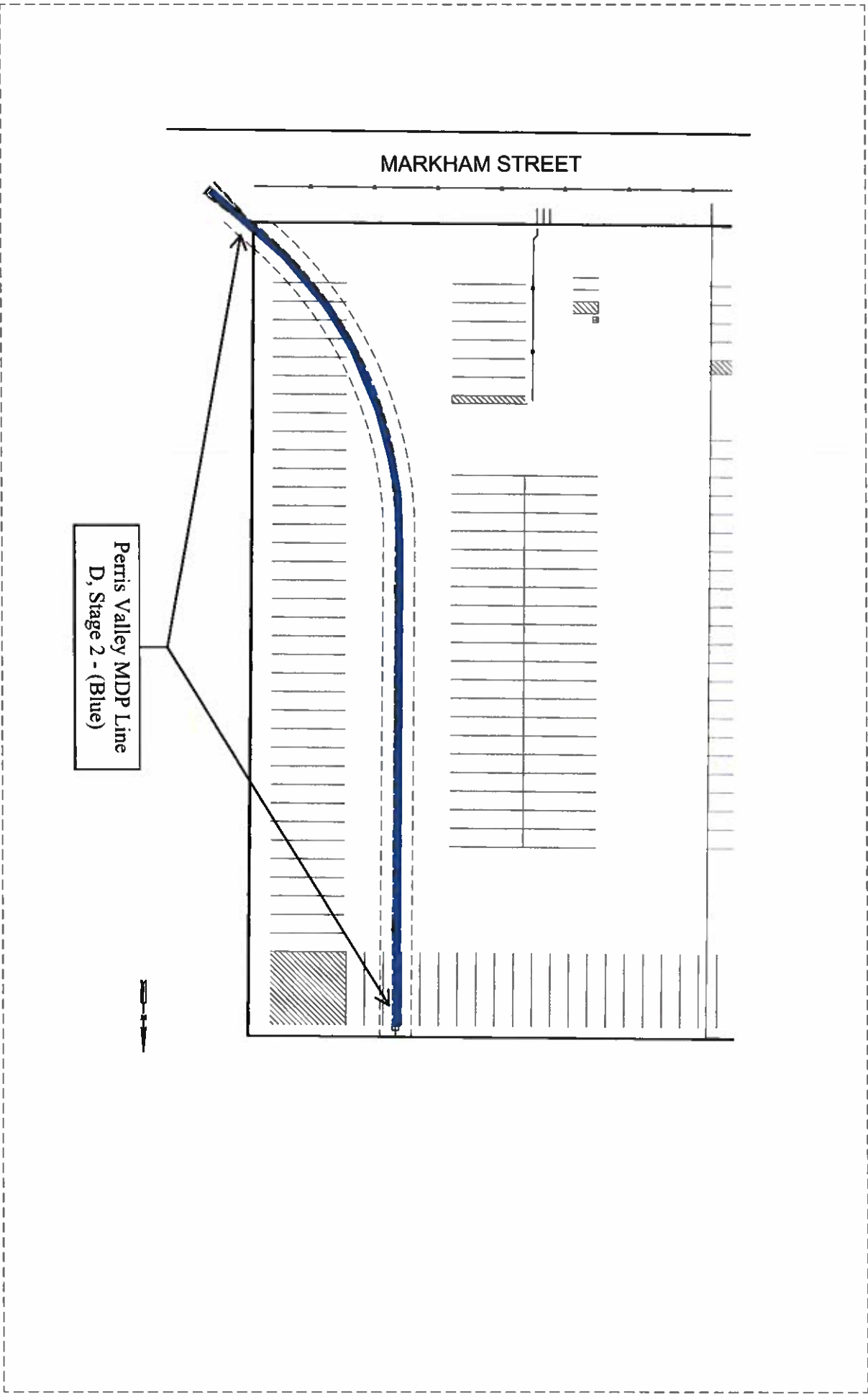
APN: 302-110-042

PARCEL B:

THE EASTERLY FIVE (5) ACRES OF LOT 6 IN BLOCK 6 OF RIVERSIDE TRACT, IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 14, PAGE 668 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

APN: 302-110-032

EXHIBIT "B"



Perris Valley MDP Line
D, Stage 2 - (Blue)

COOPERATIVE AGREEMENT

Perris Valley MDP Line D, Stage 2

Project No. 4-0-00493-2

Conditional Use Permit No. 20-05100

EXHIBIT "C"

DISTRICT's Insurance Requirements is as follows:

Without limiting or diminishing DEVELOPER's obligation to indemnify or hold DISTRICT harmless, DEVELOPER shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the DISTRICT herein refers to the Riverside County Flood Control and Water Conservation District, the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

A. Workers' Compensation:

If CITY has employees as defined by the State of California, DEVELOPER shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. Policy shall be endorsed to waive subrogation in favor of DISTRICT.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of DEVELOPER 's performance of its obligations hereunder. Policy shall name the DISTRICT as Additional Insured. Policy's limit of liability shall not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then DEVELOPER shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall name the DISTRICT as Additional Insureds.

D. Professional Liability:

DEVELOPER shall cause any architect or engineer retained by DEVELOPER in connection with the performance of DEVELOPER 's obligations under this Agreement to maintain Professional Liability Insurance providing coverage for the performance of their work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. DEVELOPER shall require that, if such Professional Liability

EXHIBIT "C"

Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and that such architect or engineer shall purchase at such architect or engineer's sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from a new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that such architect or engineer has maintained continuous coverage with the same or original insurer. Coverage provided under items: 1), 2) or 3) shall continue for the term specified in the insurance policy as long as the law allows.

E. General Insurance Provisions – All Lines:

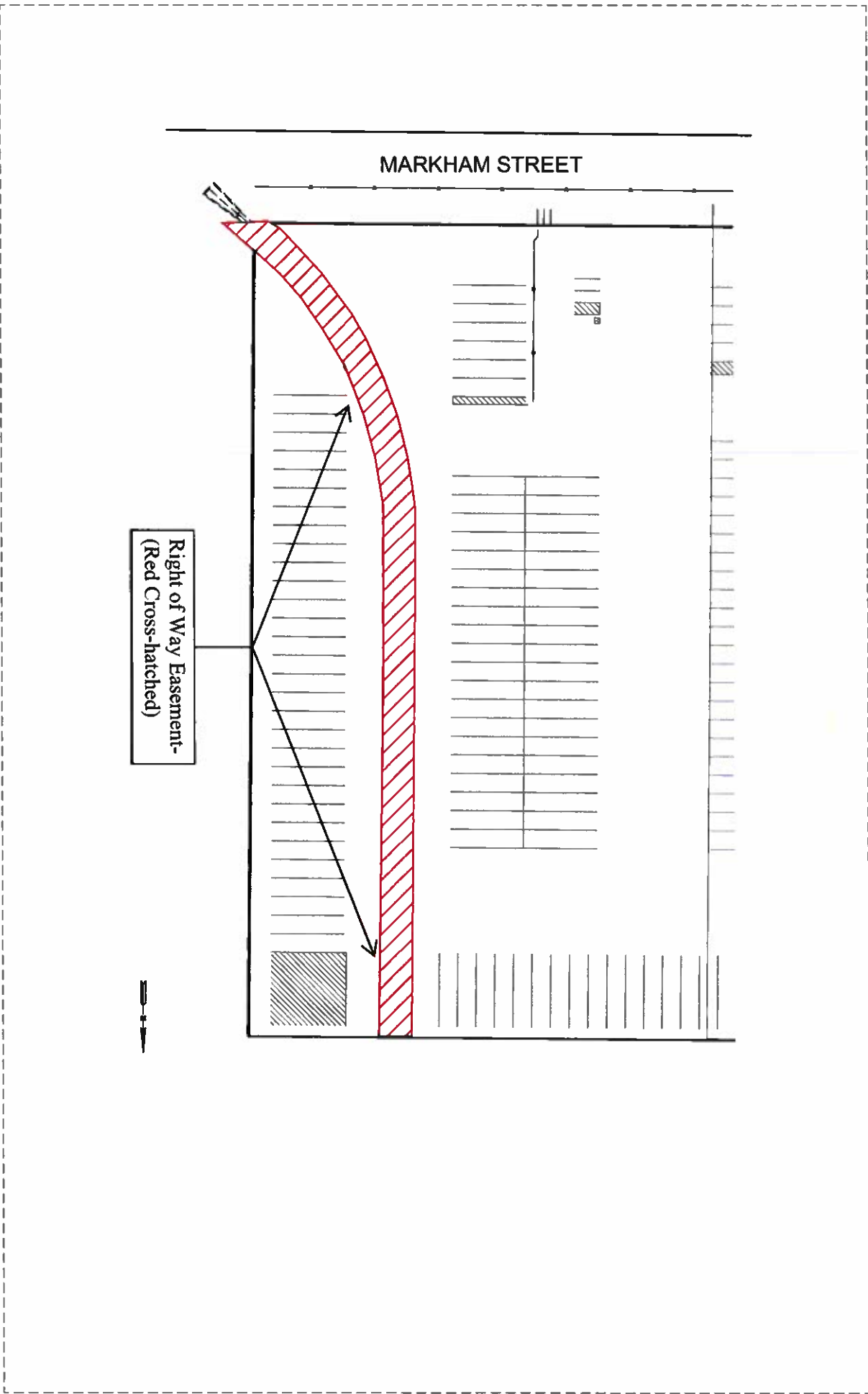
- a. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than an A: VIII (A: 8) unless such requirements are waived, in writing, by the DISTRICT Risk Manager. If the DISTRICT's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- b. The DEVELOPER must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the DISTRICT Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention deemed unacceptable to the DISTRICT, and at the election of the DISTRICT's Risk Manager, DEVELOPER 's carriers shall either: 1) reduce or eliminate such self-insured retention with respect to this Agreement with DISTRICT, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- c. DEVELOPER shall cause their insurance carrier(s) or its contractor's insurance carrier(s), to furnish DISTRICT with 1) a properly executed original certificate(s) of insurance and certified original copies of endorsements effecting coverage as required herein; and 2) if requested to do so orally or in writing by the DISTRICT Risk Manager, provide original certified copies of policies including all endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that a minimum of thirty (30) days written notice shall be given to the DISTRICT prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. If DEVELOPER insurance carrier(s) policies does not meet the minimum notice requirement

EXHIBIT "C"

found herein, DEVELOPER shall cause DEVELOPER 's insurance carrier(s) to furnish a 30-day Notice of Cancellation Endorsement.

- d. In the event of a material modification, cancellation, expiration or reduction in coverage, this Agreement shall terminate forthwith, unless DISTRICT receives, prior to such effective date, another properly executed original certificate of insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto, evidencing coverages set forth herein and the insurance required herein is in full force and effect. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the certificate of insurance.
- e. It is understood and agreed by the parties hereto that DEVELOPER 's insurance shall be construed as primary insurance, and DISTRICT's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- f. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services or there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or the term of this Agreement, including any extensions thereof, exceeds five (5) years, DISTRICT reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverages currently required herein, if, in the DISTRICT Risk Manager's reasonable judgment, the amount or type of insurance carried by CITY has become inadequate.
- g. DEVELOPER shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- h. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to DISTRICT.
- i. DEVELOPER agrees to notify DISTRICT of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

EXHIBIT "D"



COOPERATIVE AGREEMENT

Perris Valley MDP Line D, Stage 2

Project No. 4-0-00493-2

Conditional Use Permit No. 20-05100



CITY OF PERRIS

CITY COUNCIL AGENDA SUBMITTAL

MEETING DATE: September 13, 2022

SUBJECT: First Amended and Restated Agreement for the Inspection of Traffic Signals and Safety Lighting Inspection

REQUESTED ACTION: Approve First Amended and Restated Agreement for Traffic Signal and Safety Lighting Inspection with County of Riverside; and authorize the City Manager to execute the agreement.

CONTACT: Stuart E. McKibbin, City Engineer

BACKGROUND/DISCUSSION:

On May 29, 2018 City Council approved an agreement with Riverside County Transportation to provide inspection services for new development throughout the City of Perris, including but not limited to, new and modified traffic signals and safety lighting. Subsequently, the City approved two one-year amendments, extending the contract time from July 1, 2019, through June 30, 2021. Although the original agreement, by its terms expired on June 30, 2021, the Parties have continued their arrangement through the date of this agreement. For this reason, the City and the County are amending and restating the original agreement, extending the term of the original agreement through June 30, 2023, and approving the effective hourly rates for the traffic signal services included as Attachment B-4.

The City is satisfied with services provided by the County and recommends that the attached Restated and Amended Agreement be approved, that retroactively extends the agreement from July 1, 2021, through June 30, 2023. The City Engineer will continue to monitor services provided by the County Transportation Department to ensure traffic signals are maintained to City standards.

BUDGET (or FISCAL) IMPACT: There will be no budgetary impact, the services will be funded through developer inspection fees budgeted in Public Works Engineering Services account.

Prepared by: Jacqueline Chairez, Administrative Analyst

REVIEWED BY:

City Attorney _____
Assistant City Manager _____
Deputy City Manager ER

Attachments:

1. First Amended and Restated Agreement with Exhibit B-1 through B-4
2. 2018 Agreement for Traffic Signal and Safety Lighting Inspection

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

ATTACHMENT 1

[First Amended and Restated Agreement]

1 **FIRST AMENDED AND RESTATED**
2 **AGREEMENT FOR TRAFFIC SIGNAL AND**
3 **SAFETY LIGHTING INSPECTION**
4 **BETWEEN THE COUNTY OF RIVERSIDE**
5 **AND THE CITY OF PERRIS**
6 **FY 2018-2019 THROUGH FY 2022-2023**

7
8 This First Amended and Restated Agreement for Traffic Signal and Safety Lighting
9 Inspection (hereinafter "Agreement") is entered into as of September 13, 2022, by and
10 between the County of Riverside, California (hereinafter "COUNTY"), and the City of
11 Perris, California (hereinafter "CITY").
12

13 **RECITALS**

- 14 A. COUNTY and CITY have entered into an agreement entitled "AGREEMENT FOR
15 TRAFFIC SIGNAL AND SAFETY LIGHTING INSPECTION" that is dated June
16 26, 2018 (hereinafter "Original Agreement") because CITY desired that the
17 COUNTY, by and through COUNTY'S Transportation Department, provide, upon
18 request, certain inspection services for CITY. Services by other COUNTY
19 departments or agencies are not the subject of the Original Agreement.
- 20 B. COUNTY and CITY have entered into an Amendment No. 1 to the Original
21 Agreement that is dated June 25, 2019 (hereinafter "Amendment No. 1") to extend
22 the term of the Original Agreement through June 30, 2020, and add Attachment B-1
23 to the Original Agreement to set forth the hourly rates for professional services for
24 FY 2019-2020.
25

1 C. COUNTY and CITY have entered into an Amendment No. 2 to the Original
2 Agreement that is dated August 4, 2020 (hereinafter "Amendment No. 2") to extend
3 the term of the Original Agreement through June 30, 2021, and add Attachment B-2
4 to the Original Agreement to set forth the hourly rates for professional services for
5 FY 2020-2021.

6 D. Although the Original Agreement, by its terms, expired on June 30, 2021, the parties
7 have continued their arrangement through the date of this Agreement.

8 E. COUNTY and CITY desire to amend and restated the Original Agreement to extend
9 the term of the Original Agreement through June 30, 2023 and add Attachment B-3
10 and Attachment B-4 to set forth the hourly rates for professional services for FY
11 2021-2022 and FY 2022-2023. This Agreement shall define the scope of the
12 inspection services to be provided and the terms and conditions pursuant to which
13 COUNTY will provide the inspection services. Upon the effectiveness of this
14 Agreement, the Original Agreement shall be superseded and replaced.

15
16 **AGREEMENT**

17 NOW THEREFORE, the parties hereto mutually agree as follows:
18

19 **SECTION 1 – RECITALS INCOPORATED**

20 The foregoing recitals are incorporated herein and made a part of this Agreement by this
21 reference.
22

23 **SECTION 2 – ADMINISTRATION**

24 COUNTY'S Director of Transportation, or his or her designee, shall administer this
25 Agreement on behalf of COUNTY (hereinafter "COUNTY'S Contract Administrator").

1 CITY'S City Manager, or his or her designee, shall administer this Agreement on behalf of
2 CITY (hereinafter "CITY'S Contract Administrator").
3

4 SECTION 3 – SCOPE OF SERVICES

5 Upon CITY'S request and COUNTY'S approval as set forth herein, COUNTY will provide
6 inspection services as described in Attachment A-1 to this Agreement. COUNTY inspection
7 services shall be provided in compliance with all CITY codes, ordinances, resolutions,
8 regulations and policies (hereinafter "City Codes"). COUNTY shall work directly with
9 CITY and its staff in providing the inspection services. COUNTY staff shall consult with
10 CITY staff if CITY staff requests such consultation. COUNTY shall not be required to, and
11 shall not, respond to any person or entity other than CITY concerning the inspection services
12 it provides. CITY shall be responsible for responding to all such persons or entities as set
13 forth herein.
14

15 SECTION 4 – REQUEST FOR SERVICES

16 CITY may request inspection services for a single project or program or a group or class of
17 projects or programs. CITY shall make all requests for inspection services in writing and
18 CITY'S Contract Administrator, shall send such requests to COUNTY'S Contract
19 Administrator. Before requesting inspection services, CITY'S Contract Administrator may
20 ask COUNTY'S Administrator for a written estimate of the cost of the services and any
21 established procedure COUNTY may have for providing the services (hereinafter "service
22 delivery procedure").
23
24
25

1 SECTION 5 – APPROVAL OF REQUESTS

2 If COUNTY agrees to provide the inspection services requested, COUNTY’S Contract
3 Administrator shall notify CITY’S Contract Administrator in writing. The written
4 notification to CITY shall include the service delivery procedure, if necessary or requested
5 by CITY. Services shall be provided in accordance with the service delivery procedure
6 unless the parties mutually agree to a different procedure. Except as provided in Section 6
7 of this Agreement, COUNTY shall not provide inspection services if the request for such
8 services is not made and approved in the manner described above.

9
10 SECTION 6 – DANGEROUS CONDITION EXCEPTION

11 Notwithstanding the provisions of Sections 4 and 5 of this Agreement, COUNTY is hereby
12 authorized to immediately remedy any dangerous condition it encounters in the course of
13 providing inspection services, and CITY hereby agrees to pay the reasonable costs incurred
14 by COUNTY for such remediation. For purposes of this Agreement, a dangerous condition
15 shall be any condition that may result in imminent personal injury or property damage. If
16 COUNTY encounters a dangerous condition, COUNTY shall notify CITY’S Contract
17 Administrator as soon as practical.

18
19 SECTION 7 – PERTINENT INFORMATION

20 Once a request for inspection services has been made and approved in the manner described
21 in Sections 4 and 5 above, CITY’S Contract Administrator shall transmit to COUNTY’S
22 Contract Administrator all pertinent information concerning the project or program or group
23 or class of projects or programs.

1 SECTION 8 – PERSONNEL

2 In providing the inspection services described in this Agreement, COUNTY and its staff
3 shall be considered independent contractors and shall not be considered CITY employees
4 for any purpose, including but not limited to retirement, health care or any other benefits
5 which may otherwise accrue to CITY employees. COUNTY expressly waives any claim
6 COUNTY may have to any such rights. COUNTY staff shall at all times be under
7 COUNTY’S exclusive direction and control and shall be located at COUNTY facilities.
8 Neither CITY, its officials, officers, employees or agents, shall have control over the conduct
9 of COUNTY or any of COUNTY’S officials , officers, employees, or agents except as set
10 for the in this Agreement. COUNTY shall have no authority to bind CITY in any manner,
11 or to incur any obligation, debt or liability of any kind on behalf of or against CITY, whether
12 by contract or otherwise, unless such authority is expressly conferred by this Agreement.
13 COUNTY shall not at any time or in any manner represent that COUNTY or any of
14 COUNTY’S officials, officers, employees or agents are in any manner officials, officers,
15 employees or agents of CITY. COUNTY shall pay all wages, salaries and other amounts
16 due its personnel in connection with their provision of the professional services hereunder
17 and as required by law.

18
19 SECTION 9 – VEHICLES

20 COUNTY shall provide all vehicles and equipment necessary to provide services requested
21 by CITY.

22
23 SECTION 10 – COST OF SERVICES

24 Unless the parties have mutually agreed in writing to a set fee for professional services when
25 requested by CITY and agreed to by COUNTY, CITY shall pay COUNTY for all such

1 services, including staff-to-staff consultations, at the hourly rates set forth in Attachment B,
2 Attachment B-1, Attachment B-2, Attachment B-3, and Attachment B-4 to this Agreement.
3 CITY shall pay COUNTY for each hour of services it provides, or each fraction of an hour
4 billed at 1/10th increments, including any required travel time. Work done by the COUNTY
5 after regular working hours, such as responding to emergency calls, shall be paid at 1.5 times
6 the hourly labor rate component as shown in Attachment B, Attachment B-1, Attachment B-
7 2, Attachment B-3, and Attachment B-4. CITY shall not pay COUNTY for any inspection
8 services not described in Attachment A-1 to this Agreement, unless those services have been
9 mutually agreed to in writing as provide in Section 3 of this Agreement.

10
11 SECTION 11 – BILLING

12 COUNTY’S Contract Administrator shall submit to CITY’S Contract Administrator a
13 monthly invoice which shall include an itemized accounting of all services preformed and
14 the cost thereof.

15
16 SECTION 12 – PAYMENTS

17 CITY shall pay each monthly invoice within thirty (30) days of the date CITY’S Contract
18 Administrator receives the invoice. CITY may dispute any monthly invoice by submitting a
19 written description of the dispute to COUNTY’S Contract Administrator within ten (10)
20 days of the date CITY’S Contract Administrator receives the invoice. CITY may defer the
21 payment of the portion of the invoice in dispute until such time as the dispute is resolved;
22 however, all portions of the invoice not in dispute shall be paid within the thirty (30) day
23 period set forth herein.

24
25 SECTION 13 – RECORD MAINTENANCE

1 COUNTY shall maintain all documents and records relating to the inspection services
2 provided pursuant to this Agreement, including by not limited to, any and all ledgers, books
3 of account, invoices, vouchers, canceled checks, and other expenditure or disbursement
4 documents. Such documents and records shall be maintained in accordance with generally
5 accepted accounting principles and shall be sufficiently complete and detailed so as to permit
6 an accurate evaluation of the inspection services provided by COUNTY pursuant to this
7 Agreement. Such documents and records shall be maintained for three years from the date
8 of execution of this Agreement and to the extent required by laws relating to public agency
9 audits and expenditures.

10
11 SECTION 14 – RECORD INSPECTION

12 All documents and records required to be maintained pursuant to Section 13 of this
13 Agreement shall be made available for inspection, audit and copying, at any time during
14 regular business hours, upon the request of the CITY’S Contract Administrator. Copies of
15 such documents or records shall be provided directly to CITY’S Contract Administrator for
16 inspection, audit and copying when it is practical to do so; otherwise, such documents and
17 records shall be made available at COUNTY’S address specified in Section 18 of this
18 Agreement.

19
20 SECTION 15 - DUTY TO INFORM AND RESOND

21 CITY’S Contract Administrator shall promptly address with COUNTY’S Contract
22 Administrator, as CITY deems appropriate, all complaints and correspondence that CITY
23 receives concerning COUNTY’S inspection services. CITY’S Contract Administrator shall
24 also provide all information concerning dangerous conditions that CITY’S Contract
25 Administrator knows exist. COUNTY’S Contract Administrator shall promptly transmit to

1 CITY'S Contract Administrator all inquiries, complaints, and correspondence that
2 COUNTY receives in the course of providing professional services. CITY shall be
3 responsible for responding to all such inquiries, complaints and correspondence, and the
4 COUNTY shall cooperate with the CITY in such responses.

5
6 SECTION 16 – STANDARD OF PERFORMANCE

7 COUNTY represents and warrants that it has the qualifications, experience and facilities
8 necessary to properly perform the inspection services described in this Agreement and that
9 it will perform such services competently. In meeting its obligations under this Agreement,
10 COUNTY shall employ, at a minimum, generally accepted standards and practices utilized
11 by persons engaged in providing the same services to those required of COUNTY under this
12 Agreement.

13
14 SECTION 17 – PERMITS AND LICENSES

15 COUNTY shall obtain any and all permits, licenses and authorizations necessary to perform
16 the inspection services described in this Agreement. Neither CITY, nor its officials, officers,
17 employees or agents shall be liable, at law or in equity, as a result of COUNTY'S failure to
18 comply with this section.

19
20 SECTION 18 – NOTICES

21 Any notices required or permitted to be sent to either party shall be deemed given when
22 personally delivered to the individuals identified below or when addressed as follows and
23 deposited in the U.S. Mail, postage prepaid:

24
25 County of Riverside

City of Perris

1 Transportation Department 101 D Street
2 P.O. Box 1090 Perris, CA 92570
3 Riverside, CA 92502-1090 Attn: City Manager
4 Attn: Transportation Director

5
6 SECTION 19 – OWNERSHIP OF DATA

7 Ownership and title to all reports, documents, plans, specifications, and estimates produced
8 or compiled pursuant to this Agreement shall automatically be vested in CITY and become
9 the property of CITY. CITY reserves the right to authorize others to use or reproduce such
10 materials and COUNTY shall not circulate such materials, in whole or in part, or release
11 such materials to any person or entity other than CITY without the authorization of CITY’S
12 Contract Administrator.

13
14 SECTION 20 – CONFIDENTIALITY

15 COUNTY shall observe all Federal and State regulations concerning the confidentiality of
16 records. All information gained or work product produced by COUNTY pursuant to this
17 Agreement shall be considered confidential, unless such information is in the public domain.
18 COUNTY’S Contract Administrator shall promptly notify CITY’S Contract Administrator
19 when COUNTY receives a request for release or disclosure of information or work product.
20 COUNTY shall not release or disclose information or work product to persons or entities
21 other than CITY without prior written authorization from CITY’S Contract Administrator,
22 except when such release or disclosure is required by the California Public Records Act or
23 any other law.

24
25 SECTION 21 – INDEMNIFICATION

1 Indemnification by COUNTY. Excepted as provided below in the paragraph entitled
2 “Special Circumstances”, COUNTY shall indemnify, defend and hold harmless CITY, its
3 officials, officers, employees and agents from all claims and liability for loss, damage, or
4 injury to property or persons, including wrongful death, based on COUNTY’S negligent acts,
5 omissions or willful misconduct arising out of or in connection with the performance of
6 inspection services under this Agreement, including without limitation, the payment of
7 attorney’s fees.

8 Indemnification by CITY. CITY shall indemnify, defend and hold harmless COUNTY, its
9 officials, officers, employees and agents from all claims and liability for loss, damage, or
10 injury to property or persons, including wrongful death, based on CITY’S negligent acts,
11 omissions or willful misconduct arising out of or in connection with the performance of
12 inspection services under this Agreement including, without limitation, the payment of
13 attorney’s fees.

14 Special Circumstances. Notwithstanding the above, COUNTY shall not indemnify, defend
15 and hold harmless CITY, its officials, officers, employees and agents, and CITY shall
16 indemnify, defend, and hold harmless COUNTY, its officials, officers, employees and
17 agents, from all claims and liability resulting from any of the following;

- 18
- 19 1. The invalidity of CITY’S codes, ordinances, or regulations
 - 20 2. How CITY decides to maintain, or prioritize the maintenance of, CITY
21 facilities, including, but not limited to, streets and sidewalks.
 - 22 3. The design of CITY facilities, including, but not limited to, streets and
23 sidewalks.
 - 24 4. CITY’S failure to provide pertinent information and inform as provided in
25 Sections 7 and 15 of this Agreement.

1
2
3 Notification and Cooperation. The parties mutually agree to notify each other through their
4 respective contract administrators if they are served with any claims, summons, complaint,
5 discovery request or court order (hereinafter “litigation documents”) concerning this
6 Agreement and the professional services provided hereunder. The parties also mutually
7 agree to cooperate with each other in any third party legal action concerning this Agreement
8 and the professional services provided hereunder. Such cooperation shall include each party
9 giving the other an opportunity to review any proposed responses to litigation documents.
10 This right of review does not, however, give either party the right to control, direct or rewrite
11 the proposed responses of the other party.
12

13 SECTION 22 – INSURANCE

14 The parties agree to maintain the types of insurance and liability limits that are expected for
15 entities of their size and diversity. The types of insurance maintained and the limit of liability
16 of each insurance type shall not limit the indemnification provided by each party to the other.
17

18 SECTION 23 – ASSIGNMENT

19 The expertise and experience of COUNTY are material considerations for this Agreement.
20 CITY has an interest in the qualifications and capabilities of the persons and entities that
21 COUNTY will use to fulfill its obligations under this Agreement. In recognition of that
22 interest, COUNTY shall not assign or transfer this Agreement, in whole or in part, or the
23 performance of any of COUNTY’S obligations under this Agreement without prior written
24 consent of the CITY’S Contract Administrator. Any attempted assignment shall be
25 ineffective, null and void, and shall constitute a material breach of this Agreement entitling

1 CITY to any and all remedies at law or in equity, including summary termination of this
2 Agreement. CITY acknowledges, however, that COUNTY, in the performance of its duties
3 under this Agreement, may utilize subcontractors, and such use shall not be considered a
4 violation of this provision.

5
6 SECTION 24 – IMMUNITIES

7 Nothing in this Agreement is intended to nor shall it impair the statutory limitations and/or
8 immunities applicable or available to the parties under State laws and regulations.

9
10 SECTION 25 – MODIFICATIONS

11 This Agreement may be amended or modified only by mutual agreement of the parties. No
12 alteration or variation of the terms of this Agreement shall be valid unless made in writing
13 and signed by the parties hereto, and no oral understanding or agreement not incorporated
14 herein shall be binding on any of the parties hereto.

15
16 SECTION 26 – WAIVER

17 Any waiver by a party of any breach of one or more of the terms of this Agreement shall not
18 be construed to be a waiver of any subsequent or other breach of the same or of any other
19 term hereof. Failure on the part of either party to require exact, full and complete compliance
20 with any terms of this Agreement shall not be construed as changing in any manner the terms
21 hereof, or estopping that party from enforcing the terms hereof.

22
23
24 SECTION 27 – SEVERABILITY

1 If any provisions in this Agreement is held by a court of competent jurisdiction to be invalid,
2 void or unenforceable, the remaining provisions will nevertheless continue in full force
3 without being impaired or invalidated in any way.
4

5 SECTION 28 – TERM

6 This Agreement shall be effective June 26, 2018 and shall remain in effect until June 30,
7 2023. This Agreement may be terminated by either party upon sixty (60) days written notice
8 to the other party. This Agreement may be extended every twelve (12) months, starting June
9 30, 2023 if the parties, through their respective governing bodies, mutually agree to the
10 extension in writing and mutually agree on the hourly rate to be charged for services.
11

12 SECTION 29 – ATTORNEYS' FEES

13 Should either party institute any arbitration, action, proceeding, suite or similar proceeding
14 to enforce or interpret this Agreement or any provision hereof, for damages by reason of any
15 alleged breach of this Agreement or any provision hereof, or for a declaration of rights
16 hereunder, the prevailing party in any such action or proceeding shall be entitled to receive
17 from the other party all costs and reasonable attorneys' fees incurred by the prevailing party
18 in connection with such action or proceeding.
19

20 SECTION 30 – ENTIRE AGREEMENT

21 This Agreement is intended by the parties as a final expression of their understanding with
22 respect to the subject matter hereof and supersedes any and all prior and contemporaneous
23 agreements and understandings, written or oral
24

25 APPROVALS

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COUNTY Approvals

CITY Approvals

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Danielle Maland, Deputy County Counsel

City Attorney
City of Perris

Dated: _____

Dated: _____

APPROVED BY BOARD OF SUPERVISORS:

APPROVED BY CITY COUNCIL:

Jeff Hewitt, Chair
Riverside County Board of Supervisors

City Manager
City of Perris

Dated: _____

Dated: _____

ATTEST:

ATTEST:

CLERK OF THE BOARD

CITY CLERK:

By: _____
Kecia R. Harper

By: _____

(SEAL)

ATTACHMENT A-1

Transportation Department Services

Upon request and approval as set forth in this Agreement, the Transportation Department will provide inspection services for new development, including, but not limited to, the following:

Inspect:

New traffic signals

Modified traffic signals

New lights or flashers

ATTACHMENT B

HOURLY RATES FOR PROFESSIONAL SERVICES

Non Federal

Transportation Department/ Highway Operations Rates	Assistant District Road Maintenance Supervisor	\$ 119.23
Transportation Department/ Highway Operations Rates	Bridge Crew Worker	\$ 91.91
Transportation Department/ Highway Operations Rates	Crew Lead Worker	\$ 98.99
Transportation Department/ Highway Operations Rates	District Road Maintenance Supervisor	\$ 125.79
Transportation Department/ Highway Operations Rates	Equipment Operator I	\$ 91.45
Transportation Department/ Highway Operations Rates	Equipment Operator II	\$ 98.94
Transportation Department/ Highway Operations Rates	Laborer	\$ 68.02
Transportation Department/ Highway Operations Rates	Lead Bridge Crew Worker	\$ 102.22
Transportation Department/ Highway Operations Rates	Lead Traffic Control Painter	\$ 105.51
Transportation Department/ Highway Operations Rates	Lead Tree Trimmer	\$ 100.07
Transportation Department Highway Operations Rates	Maintenance & Construct Worker	\$ 80.48
Transportation Department Highway Ops. / Engineering Rates	Office Assistant II	\$ 64.84
Transportation Department Highway Ops. / Engineering Rates	Principal Eng Tech	\$ 168.75

ATTACHMENT B**HOURLY RATES FOR PROFESSIONAL SERVICES**

		Non Federal
Transportation Department Highway Ops. / Engineering Rates	Secretary II	\$ 94.53
Transportation Department Highway Operations Rates	Sign Maker	\$ 100.58
Transportation Department Highway Operations Rates	Sr Equipment Operator	\$ 106.87
Transportation Department Highway Operations Rates	Sr Traffic Signal Technician	\$ 145.13
Transportation Department Highway Ops. / Engineering Rates	Technical Eng Unit Supervisor	\$ 181.74
Transportation Department Highway Operations Rates	Traffic Control Painter	\$ 97.96
Transportation Department Highway Operations Rates	Traffic Signal Supervisor	\$ 156.08
Transportation Department Highway Operations Rates	Traffic Signal Tech	\$ 134.69
Transportation Department Highway Operations Rates	Tree Trimmer	\$ 90.43
Transportation Department Highway Operations Rates	Truck & Trailer Driver	\$ 96.37
Transportation Department Engineering Rates	Admin Services Analyst I	\$ 98.05
Transportation Department Engineering Rates	Admin Services Analyst II	\$ 111.33
Transportation Department Engineering Rates	Associate Civil Engineer	\$ 169.84

ATTACHMENT B**HOURLY RATES FOR PROFESSIONAL SERVICES**

Non Federal

Transportation Department Engineering Rates	Asst Civil Engineer	\$ 152.76
Transportation Department Engineering Rates	Engineering Aide	\$ 81.40
Transportation Department Engineering Rates	Engineering Project Mgr	\$ 210.39
Transportation Department Engineering Rates	Engineering Technician I	\$ 106.07
Transportation Department Engineering Rates	Engineering Technician II	\$ 117.91
Transportation Department Engineering Rates	GIS Senior Analyst	\$ 125.79
Transportation Department Engineering Rates	Junior Engineer	\$ 129.51
Transportation Department Engineering Rates	Office Assistant III	\$ 72.03
Transportation Department Engineering Rates	Principal Const Inspector	\$ 166.64
Transportation Department Highway Ops. / Engineering Rates	Secretary I	\$ 85.04
Transportation Department/Engineering Rates	Senior Transportation Planner	\$ 184.95
Transportation Department Engineering Rates	Senior Civil Engineer	\$ 194.07
Transportation Department Engineering Rates	Senior Engineering Tech	\$ 136.64

ATTACHMENT B**HOURLY RATES FOR PROFESSIONAL SERVICES**

		Non Federal
Transportation Department Survey Rates	Engineering Tech I	\$ 86.29
Transportation Department Survey Rates	Engineering Tech II	\$ 95.93
Transportation Department Survey Rates	Office Assistant III	\$ 58.60
Transportation Department Survey Rates	Principal Eng Tech	\$ 137.29
Transportation Department Survey Rates	Principal Eng Tech - PLS/PE	\$ 144.85
Transportation Department Survey Rates	Secretary II	\$ 76.90
Transportation Department Survey Rates	Sr Eng Tech	\$ 111.16
Transportation Department Survey Rates	Sr Eng Tech - PLS/PE	\$ 117.24
Transportation Department Survey Rates	Sr Land Surveyor	\$ 152.82
Transportation Department Survey Rates	Sr Surveyor	\$ 148.73
Transportation Department Survey Rates	Supervising Land Surveyor	\$ 162.16
Transportation Department Equipment Rental Rates	Sedans - Leased	\$ 12.58
Transportation Department Equipment Rental Rates	SUVs - Leased	\$ 6.19

ATTACHMENT B**HOURLY RATES FOR PROFESSIONAL SERVICES**

Non Federal

Transportation Department Equipment Rental Rates	Survey Mini PU	\$ 7.00
Transportation Department Equipment Rental Rates	Pickups-3/4T	\$ 13.20
Transportation Department Equipment Rental Rates	Light Trucks	\$ 30.80
Transportation Department Equipment Rental Rates	Medium Dumps	\$ 36.23
Transportation Department Equipment Rental Rates	Med Dmps w/Attach	\$ 140.52
Transportation Department Equipment Rental Rates	Graders	\$ 42.39
Transportation Department Equipment Rental Rates	Heavy Truck	\$ 103.29
Transportation Department Equipment Rental Rates	Medium Crawler	\$ 152.52
Transportation Department Equipment Rental Rates	Heavy Crawler	\$ 85.07
Transportation Department Equipment Rental Rates	Wheel Tractor	\$ 16.52
Transportation Department Equipment Rental Rates	Extra Heavy Crawler	\$ 112.95
Transportation Department Equipment Rental Rates	Medium Loader	\$ 42.26
Transportation Department Equipment Rental Rates	Heavy Loader	\$ 43.67

ATTACHMENT B**HOURLY RATES FOR PROFESSIONAL SERVICES**

		Non Federal
Transportation Department Equipment Rental Rates	Tractor W/Mower	\$ 147.26
Transportation Department Equipment Rental Rates	Chip Spreader	\$ 111.37
Transportation Department Equipment Rental Rates	Street Sweeper	\$ 58.54
Transportation Department Equipment Rental Rates	Self-Loading Scraper	\$ 200.34
Transportation Department Equipment Rental Rates	Heavy Mixer	\$ 163.33
Transportation Department Equipment Rental Rates	Elevating Scraper	\$ 130.97
Transportation Department Equipment Rental Rates	Extra Heavy Loader	\$ 20.80
Transportation Department Equipment Rental Rates	Heavy Dumps	\$ 52.34
Transportation Department Equipment Rental Rates	Screen Plant	\$ 122.72
Transportation Department Equipment Rental Rates	Gradall Excavator	\$ 111.43
Transportation Department Equipment Rental Rates	Truck Transport	\$ 63.60
Transportation Department Equipment Rental Rates	Roller (Self propelled)	\$ 48.89
Transportation Department Equipment Rental Rates	Aerial Platform Truck	\$ 37.67

ATTACHMENT B**HOURLY RATES FOR PROFESSIONAL SERVICES**

		Non Federal
Transportation Department Equipment Rental Rates	Brush Chipper	\$ 18.21
Transportation Department Equipment Rental Rates	Generator	\$ 36.20
Transportation Department Equipment Rental Rates	Asphalt Reclaimer	\$ 125.81
Transportation Department Equipment Rental Rates	Signal Aerial Lift Truck	\$ 51.43
Transportation Department Equipment Rental Rates	Striping Unit	\$ 97.59
Transportation Department Equipment Rental Rates	Curb Builder	\$ 51.12
Transportation Department Equipment Rental Rates	Concrete Saw	\$ 44.02
Transportation Department Equipment Rental Rates	Deflect-o-meter	\$ 675.50
Transportation Department Equipment Rental Rates	Paving Machine	\$ 198.25
Transportation Department Equipment Rental Rates	Patch Truck	\$ 34.65
Transportation Department Equipment Rental Rates	Stump Cutter	\$ 12.73
Transportation Department Equipment Rental Rates	Stencil Trucks	\$ 29.39
Transportation Department Equipment Rental Rates	Survey Truck	\$ 11.61

ATTACHMENT B**HOURLY RATES FOR PROFESSIONAL SERVICES**

		Non Federal
Transportation Department Equipment Rental Rates	Thermal Applicator	\$ 30.46
Transportation Department Equipment Rental Rates	Vac Truck	\$ 112.08
Transportation Department Equipment Rental Rates	Water Truck	\$ 52.50
Transportation Department Equipment Rental Rates	Pup Trailer	\$ 21.00
Transportation Department Equipment Rental Rates	Roller (Pulled)	\$ 10.70
Transportation Department Equipment Rental Rates	Rotary Sweepers	\$ 84.36
Transportation Department Equipment Rental Rates	Patch Spraying Rig	\$ 44.91
Transportation Department Equipment Rental Rates	Tiltbed Trailer	\$ 28.25
Transportation Department Equipment Rental Rates	Lowbed Trailer	\$ 16.47

ATTACHMENT B-1

HOURLY RATES FOR PROFESSIONAL SERVICES From June 30, 2019 to June 30, 2020

		Non Federal
Transportation Department/ Highway Operations Rates	Assistant District Road Maintenance Supervisor	\$146.78
Transportation Department/ Highway Operations Rates	Bridge Crew Worker	\$113.15
Transportation Department/ Highway Operations Rates	Crew Lead Worker	\$121.87
Transportation Department/ Highway Operations Rates	District Road Maintenance Supervisor	\$154.85
Transportation Department/ Highway Operations Rates	Equipment Operator I	\$112.59
Transportation Department/ Highway Operations Rates	Equipment Operator II	\$121.80
Transportation Department/ Highway Operations Rates	Laborer	\$83.74
Transportation Department/ Highway Operations Rates	Lead Bridge Crew Worker	\$125.84
Transportation Department/ Highway Operations Rates	Lead Traffic Control Painter	\$129.89
Transportation Department/ Highway Operations Rates	Lead Tree Trimmer	\$123.19
Transportation Department Highway Operations Rates	Maintenance & Construct Worker	\$99.08
Transportation Department Highway Ops. / Engineering Rates	Office Assistant II	\$79.83
Transportation Department Highway Ops. / Engineering Rates	Principal Eng Tech	\$207.75

ATTACHMENT B-1

HOURLY RATES FOR PROFESSIONAL SERVICES From June 30, 2019 to June 30, 2020

		Non Federal
Transportation Department Highway Ops. / Engineering Rates	Secretary II	\$116.37
Transportation Department Highway Operations Rates	Sign Maker	\$123.82
Transportation Department Highway Operations Rates	Sr Equipment Operator	\$131.56
Transportation Department Highway Operations Rates	Sr Traffic Signal Technician	\$178.67
Transportation Department Highway Ops. / Engineering Rates	Technical Eng Unit Supervisor	\$223.74
Transportation Department Highway Operations Rates	Traffic Control Painter	\$120.60
Transportation Department Highway Operations Rates	Traffic Signal Supervisor	\$192.14
Transportation Department Highway Operations Rates	Traffic Signal Tech	\$165.82
Transportation Department Highway Operations Rates	Tree Trimmer	\$111.32
Transportation Department Highway Operations Rates	Truck & Trailer Driver	\$118.65
Transportation Department Engineering Rates	Admin Services Analyst II	\$137.06
Transportation Department Engineering Rates	Associate Civil Engineer	\$209.08
Transportation Department Engineering Rates	Asst Civil Engineer	\$188.06

ATTACHMENT B-1

HOURLY RATES FOR PROFESSIONAL SERVICES From June 30, 2019 to June 30, 2020

Non Federal

Transportation Department Engineering Rates	Engineering Aide	\$100.21
Transportation Department Engineering Rates	Engineering Project Mgr	\$259.01
Transportation Department Engineering Rates	Engineering Technician I	\$130.58
Transportation Department Engineering Rates	Engineering Technician II	\$145.16
Transportation Department Engineering Rates	GIS Senior Analyst	\$154.85
Transportation Department Engineering Rates	Junior Engineer	\$159.44
Transportation Department Engineering Rates	Office Assistant III	\$88.68
Transportation Department Engineering Rates	Principal Const Inspector	\$205.15
Transportation Department Highway Ops. / Engineering Rates	Secretary I	\$104.70
Transportation Department/Engineering Rates	Senior Transportation Planner	\$227.69
Transportation Department Engineering Rates	Senior Civil Engineer	\$238.92
Transportation Department Engineering Rates	Senior Engineering Tech	\$168.22
Transportation Department Survey Rates	Engineering Tech I	\$95.91

ATTACHMENT B-1

HOURLY RATES FOR PROFESSIONAL SERVICES From June 30, 2019 to June 30, 2020

		Non Federal
Transportation Department		
Survey Rates	Engineering Tech II	\$106.62
Transportation Department		
Survey Rates	Office Assistant III	\$65.13
Transportation Department		
Survey Rates	Principal Eng Tech	\$152.60
Transportation Department		
Survey Rates	Principal Eng Tech - PLS/PE	\$161.00
Transportation Department		
Survey Rates	Secretary II	\$85.48
Transportation Department		
Survey Rates	Sr Eng Tech	\$123.56
Transportation Department		
Survey Rates	Sr Eng Tech - PLS/PE	\$130.31
Transportation Department		
Survey Rates	Sr Land Surveyor	\$169.85
Transportation Department		
Survey Rates	Sr Surveyor	\$165.32
Transportation Department		
Survey Rates	Supervising Land Surveyor	\$180.24
Transportation Department		
Equipment Rental Rates	Sedans - Leased	\$7.04
Transportation Department		
Equipment Rental Rates	SUVs - Leased	\$10.84
Transportation Department		
Equipment Rental Rates	Survey Mini PU	\$18.95

ATTACHMENT B-1

HOURLY RATES FOR PROFESSIONAL SERVICES From June 30, 2019 to June 30, 2020

		Non Federal
Transportation Department Equipment Rental Rates	Pickups-3/4T	\$21.00
Transportation Department Equipment Rental Rates	Light Trucks	\$32.44
Transportation Department Equipment Rental Rates	Medium Dumps	\$33.89
Transportation Department Equipment Rental Rates	Med Dmps w/Attach	\$65.30
Transportation Department Equipment Rental Rates	Graders	\$53.41
Transportation Department Equipment Rental Rates	Heavy Truck	\$119.46
Transportation Department Equipment Rental Rates	Medium Crawler	\$289.13
Transportation Department Equipment Rental Rates	Heavy Crawler	\$85.36
Transportation Department Equipment Rental Rates	Wheel Tractor	\$39.85
Transportation Department Equipment Rental Rates	Extra Heavy Crawler	\$160.49
Transportation Department Equipment Rental Rates	Medium Loader	\$44.15
Transportation Department Equipment Rental Rates	Heavy Loader	\$52.16
Transportation Department Equipment Rental Rates	Tractor W/Mower	\$347.34

ATTACHMENT B-1

HOURLY RATES FOR PROFESSIONAL SERVICES From June 30, 2019 to June 30, 2020

		Non Federal
Transportation Department Equipment Rental Rates	Chip Spreader	\$267.65
Transportation Department Equipment Rental Rates	Street Sweeper	\$115.86
Transportation Department Equipment Rental Rates	Self-Loading Scraper	\$104.40
Transportation Department Equipment Rental Rates	Heavy Mixer	\$263.24
Transportation Department Equipment Rental Rates	Elevating Scraper	\$348.87
Transportation Department Equipment Rental Rates	Extra Heavy Loader	\$48.20
Transportation Department Equipment Rental Rates	Heavy Dumps	\$47.92
Transportation Department Equipment Rental Rates	Screen Plant	\$97.14
Transportation Department Equipment Rental Rates	Gradall Excavator	\$95.62
Transportation Department Equipment Rental Rates	Truck Transport	\$27.71
Transportation Department Equipment Rental Rates	Roller (Self propelled)	\$48.14
Transportation Department Equipment Rental Rates	Aerial Platform Truck	\$53.10
Transportation Department Equipment Rental Rates	Brush Chipper	\$28.75

ATTACHMENT B-1

HOURLY RATES FOR PROFESSIONAL SERVICES From June 30, 2019 to June 30, 2020

		Non Federal
Transportation Department Equipment Rental Rates	Generator	\$17.49
Transportation Department Equipment Rental Rates	Asphalt Reclaimer	\$156.67
Transportation Department Equipment Rental Rates	Signal Aerial Lift Truck	\$54.87
Transportation Department Equipment Rental Rates	Striping Unit	\$73.60
Transportation Department Equipment Rental Rates	Curb Builder	\$79.00
Transportation Department Equipment Rental Rates	Concrete Saw	\$39.94
Transportation Department Equipment Rental Rates	Deflect-o-meter	\$707.61
Transportation Department Equipment Rental Rates	Paving Machine	\$195.08
Transportation Department Equipment Rental Rates	Patch Truck	\$49.33
Transportation Department Equipment Rental Rates	Stump Cutter	\$34.39
Transportation Department Equipment Rental Rates	Stencil Trucks	\$30.47
Transportation Department Equipment Rental Rates	Survey Truck	\$11.94
Transportation Department Equipment Rental Rates	Thermal Applicator	\$82.76

ATTACHMENT B-1

HOURLY RATES FOR PROFESSIONAL SERVICES From June 30, 2019 to June 30, 2020

		Non Federal
Transportation Department		
Equipment Rental Rates	Vac Truck	\$65.22
Transportation Department		
Equipment Rental Rates	Water Truck	\$52.77
Transportation Department		
Equipment Rental Rates	Pup Trailer	\$44.93
Transportation Department		
Equipment Rental Rates	Roller (Pulled)	\$16.09
Transportation Department		
Equipment Rental Rates	Rotary Sweepers	\$64.62
Transportation Department		
Equipment Rental Rates	Patch Spraying Rig	\$42.98
Transportation Department		
Equipment Rental Rates	Tiltbed Trailer	\$43.16
Transportation Department		
Equipment Rental Rates	Lowbed Trailer	\$20.36

ATTACHMENT B-2

HOURLY RATES FOR PROFESSIONAL SERVICES From July 01, 2020 to June 30, 2021

City Rates By Position
 City of Perris
 Effective 7-1-2020

Descr	Job Code	DeptID	Division	Hourly Rate
ADMIN SVCS ANALYST II	74106	31301	Transportation Department / Engineering	\$ 137.06
ADMIN SVCS OFFICER	74213	31301	Transportation Department / Engineering	\$ 177.79
ASSOC CIVIL ENGINEER	76424	31301	Transportation Department / Engineering	\$ 209.08
ASSOC ENGINEER	76423	31301	Transportation Department / Engineering	\$ 188.31
ASSOCIATE CIVIL ENGINEER	76424	31301	Transportation Department / Engineering	\$ 209.08
ASST CIVIL ENGINEER	76422	31301	Transportation Department / Engineering	\$ 188.06
ASST ENGINEER	76421	31301	Transportation Department / Engineering	\$ 178.31
ASST TRANSPORTATION PLANNER	74828	31301	Transportation Department / Engineering	\$ 155.28
CONTRACTS & GRANTS ANALYST	74293	31301	Transportation Department / Engineering	\$ 164.99
ENGINEERING AIDE	97421	31301	Transportation Department / Engineering	\$ 100.21
ENGINEERING DIVISION MANAGER	76452	31301	Transportation Department / Engineering	\$ 297.33
ENGINEERING PROJECT MGR	76419	31301	Transportation Department / Engineering	\$ 259.01
ENGINEERING TECH I	97431	31301	Transportation Department / Engineering	\$ 130.58
ENGINEERING TECH II	97432	31301	Transportation Department / Engineering	\$ 145.16
ENGINEERING TECHNICIAN I	97431	31301	Transportation Department / Engineering	\$ 130.58
ENGINEERING TECHNICIAN II	97432	31301	Transportation Department / Engineering	\$ 145.16
ENV COMPLIANCE INSPECTOR II	33225	31301	Transportation Department / Engineering	\$ 148.27
GIS SENIOR ANALYST	77106	31301	Transportation Department / Engineering	\$ 154.85
JUNIOR ENGINEER	76420	31301	Transportation Department / Engineering	\$ 159.44
OFFICE ASSISTANT II	13865	31301	Transportation Department / Engineering	\$ 79.83
OFFICE ASSISTANT III	13866	31301	Transportation Department / Engineering	\$ 88.68
PLANS EXAMINER II	76415	31301	Transportation Department / Engineering	\$ 159.44
PLANS EXAMINER V	76418	31301	Transportation Department / Engineering	\$ 209.06
PRINCIPAL CONST INSPECTOR	97413	31301	Transportation Department / Engineering	\$ 205.15
PRINCIPAL CONSTRUCTION INSPCTR	97413	31301	Transportation Department / Engineering	\$ 205.15
PRINCIPAL ENG TECH	97434	31301	Transportation Department / Engineering	\$ 207.75
SECRETARY I	13923	31301	Transportation Department / Engineering	\$ 104.70
SECRETARY II	13924	31301	Transportation Department / Engineering	\$ 116.37
SR ACCOUNTANT	77413	31301	Transportation Department / Engineering	\$ 139.67
SR CIVIL ENGINEER	76425	31301	Transportation Department / Engineering	\$ 238.92
SR ENG TECH	97433	31301	Transportation Department / Engineering	\$ 168.22
SR TRANSPORTATION PLANNER	74831	31301	Transportation Department / Engineering	\$ 227.69
TECHNICAL ENGINEERING UNIT SPV	97435	31301	Transportation Department / Engineering	\$ 223.74
TRANSPORTATION DIVISION MGR-EC	74812	31301	Transportation Department / Engineering	\$ 297.33
TRANSPORTATION PROJ MGR - EC	74810	31301	Transportation Department / Engineering	\$ 259.01
ASST DISTRICT ROAD MAINT SUPV	66561	31301	Transportation Department/ Highway Operations	\$ 146.78
BRIDGE CREW WORKER	66501	31301	Transportation Department/ Highway Operations	\$ 113.15
COOK	54431	31301	Transportation Department/ Highway Operations	\$ 82.79
CREW LEAD WORKER	66502	31301	Transportation Department/ Highway Operations	\$ 121.87
DISTRICT ROAD MAINTENANCE SUPV	66509	31301	Transportation Department/ Highway Operations	\$ 154.85
EQUIPMENT OPERATOR I	66511	31301	Transportation Department/ Highway Operations	\$ 112.59
EQUIPMENT OPERATOR II	66512	31301	Transportation Department/ Highway Operations	\$ 121.80
EXECUTIVE SECRETARY	13929	31301	Transportation Department/ Highway Operations	\$ 104.61
HIGHWAY MAINT SUPERINTENDENT	66524	31301	Transportation Department/ Highway Operations	\$ 210.61
HIGHWAY OPS SUPERINTENDENT	66526	31301	Transportation Department/ Highway Operations	\$ 265.44
LABORER	62202	31301	Transportation Department/ Highway Operations	\$ 83.74
LEAD BRIDGE CREW WORKER	66504	31301	Transportation Department/ Highway Operations	\$ 125.84
LEAD TRAFFIC CONTROL PAINTER	66582	31301	Transportation Department/ Highway Operations	\$ 129.89
LEAD TREE TRIMMER	66592	31301	Transportation Department/ Highway Operations	\$ 123.19
MAINTENANCE & CONST WRKR	66529	31301	Transportation Department/ Highway Operations	\$ 99.08
MAINTENANCE & CONSTRUCT WRKR	66529	31301	Transportation Department/ Highway Operations	\$ 99.08
MAINTENANCE & CONSTRUCTION WKR	66529	31301	Transportation Department/ Highway Operations	\$ 99.08
OFFICE ASSISTANT II	13866	31301	Transportation Department/ Highway Operations	\$ 88.68
PRINCIPAL ENG TECH	97434	31301	Transportation Department/ Highway Operations	\$ 207.75
SECRETARY II	13924	31301	Transportation Department/ Highway Operations	\$ 116.37
SIGN MAKER	66580	31301	Transportation Department/ Highway Operations	\$ 123.82
SR EQUIPMENT OPERATOR	66513	31301	Transportation Department/ Highway Operations	\$ 131.56
SR TRAFFIC SIGNAL TECHNICIAN	97382	31301	Transportation Department/ Highway Operations	\$ 178.67
TECHNICAL ENGINEERING UNIT SPV	97435	31301	Transportation Department/ Highway Operations	\$ 223.74
TRAFFIC CONTROL PAINTER	66581	31301	Transportation Department/ Highway Operations	\$ 120.60
TRAFFIC SIGNAL SUPERVISOR	97383	31301	Transportation Department/ Highway Operations	\$ 192.14
TRAFFIC SIGNAL TECH	97381	31301	Transportation Department/ Highway Operations	\$ 165.82
TRANSPORTATION WAREHSE WKR II	15822	31301	Transportation Department/ Highway Operations	\$ 115.66
TRANSPORTATION WAREHSE WRKR I	15823	31301	Transportation Department/ Highway Operations	\$ 94.03
TRANSPORTATION WAREHSE WRKR II	15822	31301	Transportation Department/ Highway Operations	\$ 115.66
TREE TRIMMER	66591	31301	Transportation Department/ Highway Operations	\$ 111.32
TRUCK & TRAILER DRIVER	66516	31301	Transportation Department/ Highway Operations	\$ 118.65



City Rates By Vehicle Type

Description	7/1/2020 Hrly Rates
Survey Mini PU	\$ 10.68
Pickups-3/4T	\$ 30.12
Light Trucks	\$ 29.44
Medium Dumps	\$ 35.46
Med Dmps w/Attach	\$ 81.25
Graders	\$ 62.52
Heavy Truck	\$ 79.38
Medium Crawler	\$ 133.47
Heavy Crawler	\$ 130.82
Wheel Tractor	\$ 49.35
Extra Heavy Crawler	\$ 109.37
Medium Loader	\$ 55.33
Heavy Loader	\$ 47.47
Tractor W/Mower	\$ 222.35
Chip Spreader	\$ 108.18
Street Sweeper	\$ 166.65
Self Loading Scraper	\$ 366.48
Heavy Mixer	\$ 248.69
Elevating Scraper	\$ 129.32
Extra Heavy Loader	\$ 74.95
Heavy Dumps	\$ 50.53
Screen Plant	\$ 117.81
Gradall Excavator	\$ 120.58
Truck Transport	\$ 64.76
Roller (Self propelled)	\$ 30.53
Aerial Platform Truck	\$ 85.72
Brush Chipper	\$ 49.31
Generator	\$ 37.63
Asphalt Reclaimer	\$ 31.74
Signal Aerial Lift Truck	\$ 30.67
Striping Unit	\$ 98.78
Curb Builder	\$ 12.52
Concrete Saw	\$ 13.91
Deflectometer	\$ 697.59

Profilograph	\$	40.23
Paving Machine	\$	14.59
Patch Truck	\$	65.47
Stump Cutter	\$	70.42
Stencil Trucks	\$	22.03
Survey Truck	\$	23.88
Thermal Applicator	\$	31.32
Vac Truck	\$	64.07
Water Truck	\$	47.21
Pup Trailer	\$	25.65
Roller (Pulled)	\$	14.48
Rotary Sweepers	\$	120.02
Patch Spraying Rig	\$	49.47
Tiltbed Trailer	\$	46.86
Lowbed Trailer	\$	21.86

ATTACHMENT B-3

HOURLY RATES FOR PROFESSIONAL SERVICES From July 01, 2021 to June 30, 2022





County of Riverside
 Transportation Department and Survey Department
 Personnel Rates by Position
 Effective 7-1-2021

Position	Position Job Code	DeptID	Division	Hrly Rate
ADMIN SVCS ANALYST II	74106	31301	Transportation Department / Engineering	\$ 138.76
ADMIN SVCS OFFICER	74213	31301	Transportation Department / Engineering	\$ 180.00
ASSOC CIVIL ENGINEER	76424	31301	Transportation Department / Engineering	\$ 211.68
ASSOC ENGINEER	76423	31301	Transportation Department / Engineering	\$ 200.77
ASSOCIATE CIVIL ENGINEER	76424	31301	Transportation Department / Engineering	\$ 211.68
ASST CIVIL ENGINEER	76422	31301	Transportation Department / Engineering	\$ 190.40
ASST ENGINEER	76421	31301	Transportation Department / Engineering	\$ 180.53
ASST TRANSPORTATION PLANNER	74828	31301	Transportation Department / Engineering	\$ 157.21
CONTRACTS & GRANTS ANALYST	74293	31301	Transportation Department / Engineering	\$ 167.04
ENGINEERING AIDE	97421	31301	Transportation Department / Engineering	\$ 101.46
ENGINEERING DIVISION MANAGER	76452	31301	Transportation Department / Engineering	\$ 301.03
ENGINEERING PROJECT MGR	76419	31301	Transportation Department / Engineering	\$ 262.22
ENGINEERING TECHNICIAN I	97431	31301	Transportation Department / Engineering	\$ 132.20
ENGINEERING TECHNICIAN II	97432	31301	Transportation Department / Engineering	\$ 146.97
ENV COMPLIANCE INSPECTOR II	33225	31301	Transportation Department / Engineering	\$ 150.11
GIS SENIOR ANALYST	77106	31301	Transportation Department / Engineering	\$ 156.78
JUNIOR ENGINEER	76420	31301	Transportation Department / Engineering	\$ 161.42
OFFICE ASSISTANT II	13865	31301	Transportation Department / Engineering	\$ 80.82
OFFICE ASSISTANT III	13866	31301	Transportation Department / Engineering	\$ 89.78
PLANS EXAMINER II	76415	31301	Transportation Department / Engineering	\$ 161.42
PLANS EXAMINER V	76418	31301	Transportation Department / Engineering	\$ 211.68
PRINCIPAL CONST INSPECTOR	97413	31301	Transportation Department / Engineering	\$ 207.70
PRINCIPAL CONSTRUCTION INSPCTR	97413	31301	Transportation Department / Engineering	\$ 207.70
PRINCIPAL ENG TECH	97434	31301	Transportation Department / Engineering	\$ 210.33
SECRETARY I	13923	31301	Transportation Department / Engineering	\$ 106.00
SECRETARY II	13924	31301	Transportation Department / Engineering	\$ 117.82
SR ACCOUNTANT	77413	31301	Transportation Department / Engineering	\$ 141.40
SR CIVIL ENGINEER	76425	31301	Transportation Department / Engineering	\$ 241.89
SR ENG TECH	97433	31301	Transportation Department / Engineering	\$ 170.31
SR TRANSPORTATION PLANNER	74831	31301	Transportation Department / Engineering	\$ 230.52
TECHNICAL ENGINEERING UNIT SPV	97435	31301	Transportation Department / Engineering	\$ 226.52
TRANSPORTATION DIVISION MGR-EC	74812	31301	Transportation Department / Engineering	\$ 301.03
TRANSPORTATION PROJ MGR - EC	74810	31301	Transportation Department / Engineering	\$ 262.22
ASST DISTRICT ROAD MAINT SUPV	66561	31301	Transportation Department/ Highway Operations	\$ 148.61
BRIDGE CREW WORKER	66501	31301	Transportation Department/ Highway Operations	\$ 114.56
COOK	54431	31301	Transportation Department/ Highway Operations	\$ 83.82
CREW LEAD WORKER	66502	31301	Transportation Department/ Highway Operations	\$ 123.38
DISTRICT ROAD MAINTENANCE SUPV	66509	31301	Transportation Department/ Highway Operations	\$ 156.78
EQUIPMENT OPERATOR I	66511	31301	Transportation Department/ Highway Operations	\$ 113.99
EQUIPMENT OPERATOR II	66512	31301	Transportation Department/ Highway Operations	\$ 123.31
EXECUTIVE SECRETARY	13929	31301	Transportation Department/ Highway Operations	\$ 124.34
HIGHWAY MAINT SUPERINTENDENT	66524	31301	Transportation Department/ Highway Operations	\$ 213.23
HIGHWAY OPS SUPERINTENDENT	66526	31301	Transportation Department/ Highway Operations	\$ 268.74
LABORER	62202	31301	Transportation Department/ Highway Operations	\$ 84.78
LEAD BRIDGE CREW WORKER	66504	31301	Transportation Department/ Highway Operations	\$ 127.40
LEAD TRAFFIC CONTROL PAINTER	66582	31301	Transportation Department/ Highway Operations	\$ 131.50
LEAD TREE TRIMMER	66592	31301	Transportation Department/ Highway Operations	\$ 124.72
MAINTENANCE & CONSTRUCTION WKR	66529	31301	Transportation Department/ Highway Operations	\$ 100.31
OFFICE ASSISTANT III	13866	31301	Transportation Department/ Highway Operations	\$ 89.78

PRINCIPAL ENG TECH	97434	31301	Transportation Department/ Highway Operations	\$ 210.33
SECRETARY II	13924	31301	Transportation Department/ Highway Operations	\$ 124.34
SIGN MAKER	66580	31301	Transportation Department/ Highway Operations	\$ 125.36
SR EQUIPMENT OPERATOR	66513	31301	Transportation Department/ Highway Operations	\$ 133.20
SR TRAFFIC SIGNAL TECHNICIAN	97382	31301	Transportation Department/ Highway Operations	\$ 180.89
TECHNICAL ENGINEERING UNIT SPV	97435	31301	Transportation Department/ Highway Operations	\$ 226.52
TRAFFIC CONTROL PAINTER	66581	31301	Transportation Department/ Highway Operations	\$ 122.10
TRAFFIC SIGNAL SUPERVISOR	97383	31301	Transportation Department/ Highway Operations	\$ 194.53
TRAFFIC SIGNAL TECH	97381	31301	Transportation Department/ Highway Operations	\$ 167.88
TRANSPORTATION WAREHSE WRKR I	15823	31301	Transportation Department/ Highway Operations	\$ 95.20
TRANSPORTATION WAREHSE WRKR II	15822	31301	Transportation Department/ Highway Operations	\$ 117.09
TREE TRIMMER	66591	31301	Transportation Department/ Highway Operations	\$ 112.71
TRUCK & TRAILER DRIVER	66516	31301	Transportation Department/ Highway Operations	\$ 120.12
Department of Surveyor				
County Surveyor	76487	31302	Surveyor	\$ 211.06
Engineering Tech I	97431	31302	Surveyor	\$ 92.69
Engineering Tech II	97432	31302	Surveyor	\$ 103.04
Office Assistant II	13865	31302	Surveyor	\$ 56.66
Office Assistant III	13866	31302	Surveyor	\$ 62.95
Principal Eng Tech	97434	31302	Surveyor	\$ 147.47
Principal Eng Tech-PLS/PE	97438	31302	Surveyor	\$ 155.59
Secretary II	13924	31302	Surveyor	\$ 82.60
Sr Eng Tech	97433	31302	Surveyor	\$ 119.41
Sr Eng Tech - PLS/PE	97437	31302	Surveyor	\$ 125.93
Sr Land Surveyor	76484	31302	Surveyor	\$ 164.15
Sr Surveyor	76483	31302	Surveyor	\$ 159.76
Supervising Land Surveyor	76403	31302	Surveyor	\$ 174.19

ATTACHMENT B-4

HOURLY RATES FOR PROFESSIONAL SERVICES From July 01, 2022 to June 30, 2023



County of Riverside
 Transportation Department and Survey Department
 Personnel Rates by Position
 Effective 7-1-2022

Position		Position Jo	DeptID	Hrly Rate
ADMIN SVCS ANALYST II	74106	31301	Transportation Department / Engineering	\$127.85
ADMIN SVCS OFFICER	74213	31301	Transportation Department / Engineering	\$162.60
ADMIN SVCS SUPV	74199	31301	Transportation Department / Engineering	\$146.37
ASSOC CIVIL ENGINEER	76424	31301	Transportation Department / Engineering	\$199.52
ASSOC ENGINEER	76423	31301	Transportation Department / Engineering	\$184.98
ASSOC TRANSPORTATION PLANNER	74829	31301	Transportation Department / Engineering	\$184.63
ASST CIVIL ENGINEER	76422	31301	Transportation Department / Engineering	\$175.43
ASST ENGINEER	76421	31301	Transportation Department / Engineering	\$166.33
ASST TRANSPORTATION PLANNER	74828	31301	Transportation Department / Engineering	\$144.85
CONTRACTS & GRANTS ANALYST	74293	31301	Transportation Department / Engineering	\$153.91
ENGINEERING AIDE	97421	31301	Transportation Department / Engineering	\$93.48
ENGINEERING DIVISION MANAGER	76452	31301	Transportation Department / Engineering	\$271.91
ENGINEERING PROJECT MGR	76419	31301	Transportation Department / Engineering	\$236.86
ENGINEERING TECH I	97431	31301	Transportation Department / Engineering	\$121.81
ENGINEERING TECH II	97432	31301	Transportation Department / Engineering	\$135.41
ENV COMPLIANCE INSPECTOR II	33225	31301	Transportation Department / Engineering	\$138.31
ENVIRONMENTAL PROJECT MANAGER	74810	31301	Transportation Department / Engineering	\$236.86
GIS SENIOR ANALYST	77106	31301	Transportation Department / Engineering	\$144.45
JUNIOR ENGINEER	76420	31301	Transportation Department / Engineering	\$148.73
LANDSCAPE PLANS EXAMINER II	33207	31301	Transportation Department / Engineering	\$175.43
OFFICE ASSISTANT II	13865	31301	Transportation Department / Engineering	\$74.46
OFFICE ASSISTANT III	13866	31301	Transportation Department / Engineering	\$82.72
PRINCIPAL CONST INSPECTOR	97413	31301	Transportation Department / Engineering	\$191.37
PRINCIPAL ENG TECH	97434	31301	Transportation Department / Engineering	\$193.79
PUBLIC INFORMATION SPECIALIST	74233	31301	Transportation Department / Engineering	\$130.28
REAL PROPERTY AGENT III	74917	31301	Transportation Department / Engineering	\$140.34
SECRETARY I	13923	31301	Transportation Department / Engineering	\$97.66
SECRETARY II	13924	31301	Transportation Department / Engineering	\$108.55
SR CIVIL ENGINEER	76425	31301	Transportation Department / Engineering	\$222.86
SR ENG TECH	97433	31301	Transportation Department / Engineering	\$156.91
SR REAL PROPERTY AGENT	74921	31301	Transportation Department / Engineering	\$154.39
SR TRANSPORTATION PLANNER	74831	31301	Transportation Department / Engineering	\$212.39
TECHNICAL ENGINEERING UNIT SPV	97435	31301	Transportation Department / Engineering	\$208.71
TRANSPORTATION DIVISION MGR-EC	74812	31301	Transportation Department / Engineering	\$271.91
ASST DISTRICT ROAD MAINT SUPV	66561	31301	Transportation Department/ Highway Operations	\$136.92
ASST TRAFFIC SIGNAL SUPV	97384	31301	Transportation Department/ Highway Operations	\$177.56
BRIDGE CREW WORKER	66501	31301	Transportation Department/ Highway Operations	\$105.55
COOK	54431	31301	Transportation Department/ Highway Operations	\$77.23
CREW LEAD WORKER	66502	31301	Transportation Department/ Highway Operations	\$113.68
DISTRICT ROAD MAINTENANCE SUPV	66509	31301	Transportation Department/ Highway Operations	\$144.45
ENGINEERING TECH II	97432	31301	Transportation Department/ Highway Operations	\$135.41
EQUIPMENT OPERATOR I	66511	31301	Transportation Department/ Highway Operations	\$105.02
EQUIPMENT OPERATOR II	66512	31301	Transportation Department/ Highway Operations	\$113.62
EXECUTIVE SECRETARY	13929	31301	Transportation Department/ Highway Operations	\$114.56
HIGHWAY MAINT SUPERINTENDENT	66524	31301	Transportation Department/ Highway Operations	\$192.60
HIGHWAY OPS SUPERINTENDENT	66526	31301	Transportation Department/ Highway Operations	\$242.75
LABORER	62202	31301	Transportation Department/ Highway Operations	\$78.11
LEAD BRIDGE CREW WORKER	66504	31301	Transportation Department/ Highway Operations	\$117.38
LEAD TRAFFIC CONTROL PAINTER	66582	31301	Transportation Department/ Highway Operations	\$121.16
LEAD TREE TRIMMER	66592	31301	Transportation Department/ Highway Operations	\$114.91
MAINTENANCE & CONST WRKR	66529	31301	Transportation Department/ Highway Operations	\$92.42
OFFICE ASSISTANT III	13866	31301	Transportation Department/ Highway Operations	\$82.72
PRINCIPAL ENG TECH	97434	31301	Transportation Department/ Highway Operations	\$193.79

SIGN MAKER	66580	31301	Transportation Department/ Highway Operations	\$115.50
SR EQUIPMENT OPERATOR	66513	31301	Transportation Department/ Highway Operations	\$122.72
SR TRAFFIC SIGNAL TECHNICIAN	97382	31301	Transportation Department/ Highway Operations	\$166.67
TECHNICAL ENGINEERING UNIT SPV	97435	31301	Transportation Department/ Highway Operations	\$208.71
TRAFFIC CONTROL PAINTER	66581	31301	Transportation Department/ Highway Operations	\$112.50
TRAFFIC SIGNAL SUPERVISOR	97383	31301	Transportation Department/ Highway Operations	\$187.46
TRAFFIC SIGNAL TECH	97381	31301	Transportation Department/ Highway Operations	\$154.68
TRANSPORTATION WAREHSE WKR I	15823	31301	Transportation Department/ Highway Operations	\$87.71
TRANSPORTATION WAREHSE WKR II	15822	31301	Transportation Department/ Highway Operations	\$107.88
TREE TRIMMER	66591	31301	Transportation Department/ Highway Operations	\$103.84
TRUCK & TRAILER DRIVER	66516	31301	Transportation Department/ Highway Operations	\$110.67
Department of Surveyor				
COUNTY SURVEYOR	76487	31302	Survey Department	\$205.30
ENGINEERING AIDE	97421	31302	Survey Department	\$70.58
ENGINEERING TECH I	97431	31302	Survey Department	\$91.97
ENGINEERING TECH II	97432	31302	Survey Department	\$102.24
OFFICE ASSISTANT III	13866	31302	Survey Department	\$62.45
PRINCIPAL ENG TECH	97434	31302	Survey Department	\$146.32
PRINCIPAL ENG TECH - PLS/PE	97438	31302	Survey Department	\$154.38
SECRETARY II	13924	31302	Survey Department	\$81.96
SR ENG TECH	97433	31302	Survey Department	\$118.47
SR ENG TECH - PLS/PE	97437	31302	Survey Department	\$124.94
SR LAND SURVEYOR	76484	31302	Survey Department	\$162.86
SUPV LAND SURVEYOR	76403	31302	Survey Department	\$172.83

ATTACHMENT 2

[2018 Agreement for Traffic Signal and Safety Lighting Inspection]

1 **AGREEMENT FOR TRAFFIC SIGNAL AND**
 2 **SAFETY LIGHTING INSPECTION**
 3 **BETWEEN THE COUNTY OF RIVERSIDE**
 4 **AND THE CITY OF PERRIS**
 5 **FY 2018-2019**
 6

7 This Agreement for Traffic Signal and Safety Lighting Inspection ("Agreement") is entered into as
 8 of June 26, 2018, by and between the County of Riverside, California (hereinafter "COUNTY"),
 9 and the City of Perris, California (hereinafter "CITY").

10 **RECITALS**

- 11 A. CITY desires that the COUNTY, by and through COUNTY'S Transportation Department,
 12 provide, upon request, certain inspection services for CITY. Services by other COUNTY
 13 departments or agencies are not the subject of this Agreement.
 14 B. COUNTY and CITY desire to define herein the scope of the inspection services to be provided
 15 and the terms and conditions pursuant to which COUNTY will provide the inspection services.
 16 NOW THEREFORE, the parties hereto mutually agree as follows:
 17

18 **SECTION 1 - RECITALS INCORPORATED**

19 The foregoing recitals are incorporated herein and made a part of this Agreement by this
 20 reference.
 21

22 **SECTION 2 - ADMINISTRATION**

23 COUNTY'S Director of Transportation, or his or her designee, shall administer this Agreement on
 24 behalf of COUNTY (hereinafter "COUNTY'S Contract Administrator"). CITY'S City Manager, or
 25 his or her designee, shall administer this Agreement on behalf of CITY (hereinafter "CITY'S
 26 Contract Administrator").
 27
 28

JUN 26 2018 3:59

1 **SECTION 3 - SCOPE OF SERVICES**

2 Upon CITY'S request and COUNTY'S approval as set forth herein, COUNTY will provide
3 inspection services as described in Attachment A-1 to this Agreement. COUNTY inspection
4 services shall be provided in compliance with all CITY codes, ordinances, resolutions, regulations
5 and policies (hereinafter "City codes"). COUNTY shall work directly with CITY and its staff in
6 providing the inspection services. COUNTY staff shall consult with CITY staff if CITY staff
7 requests such consultation. COUNTY shall not be required to, and shall not, respond to any
8 person or entity other than CITY concerning the inspection services it provides. CITY shall be
9 responsible for responding to all such persons or entities as set forth herein.
10

11 **SECTION 4 - REQUESTS FOR SERVICES**

12 CITY may request inspection services for a single project or program or a group or class of projects
13 or programs. CITY shall make all requests for inspection services in writing and CITY'S Contract
14 Administrator, shall send such requests to COUNTY'S Contract Administrator. Before requesting
15 inspection services, CITY'S Contract Administrator may ask COUNTY'S Contract Administrator
16 for a written estimate of the cost of the services and any established procedure COUNTY may
17 have for providing the services (hereinafter "service delivery procedure").
18

19 **SECTION 5 - APPROVAL OF REQUESTS**

20 If COUNTY agrees to provide the inspection services requested, COUNTY'S Contract
21 Administrator shall notify CITY'S Contract Administrator in writing. The written notification to CITY
22 shall include the service delivery procedure, if necessary or requested by CITY. Services shall be
23 provided in accordance with the service delivery procedure unless the parties mutually agree to a
24 different procedure. Except as provided in Section 6 of this Agreement, COUNTY shall not provide
25 inspection services if the request for such services is not made and approved in the manner
26 described above.
27

28 **SECTION 6 - DANGEROUS CONDITION EXCEPTION**

1 Notwithstanding the provisions of Sections 4 and 5 of this Agreement, COUNTY is hereby
2 authorized to immediately remedy any dangerous condition it encounters in the course of providing
3 inspection services, and CITY hereby agrees to pay the reasonable costs incurred by COUNTY
4 for such remediation. For purposes of this Agreement, a dangerous condition shall be any
5 condition that may result in imminent personal injury or property damage. If COUNTY encounters
6 a dangerous condition, COUNTY shall notify CITY'S Contract Administrator as soon as practical.
7

8 SECTION 7 - PERTINENT INFORMATION

9 Once a request for inspection services has been made and approved in the manner described in
10 Sections 4 and 5 above, CITY'S Contract Administrator shall transmit to COUNTY'S Contract
11 Administrator all pertinent information concerning the project or program or group or class of
12 projects or programs.
13

14 SECTION 8 - PERSONNEL

15 In providing the inspection services described in this Agreement, COUNTY and its staff shall be
16 considered independent contractors and shall not be considered CITY employees for any purpose,
17 including but not limited to retirement, health care or any other benefits which may otherwise
18 accrue to CITY employees. COUNTY expressly waives any claim COUNTY may have to any
19 such rights. COUNTY staff shall at all times be under COUNTY'S exclusive direction and control
20 and shall be located at COUNTY facilities. Neither CITY, its officials, officers, employees or
21 agents, shall have control over the conduct of COUNTY or any of COUNTY'S officials, officers,
22 employees, or agents except as set forth in this Agreement. COUNTY shall have no authority to
23 bind CITY in any manner, or to incur any obligation, debt or liability of any kind on behalf of or
24 against CITY, whether by contract or otherwise, unless such authority is expressly conferred by
25 this Agreement. COUNTY shall not at any time or in any manner represent that COUNTY or any
26 of COUNTY'S officials, officers, employees or agents are in any manner officials, officers,
27 employees or agents of CITY. COUNTY shall pay all wages, salaries and other amounts due its
28 personnel in connection with their provision of the professional services hereunder and as required

1 by law.

2
3 **SECTION 9 - VEHICLES**

4 **COUNTY shall provide all vehicles and equipment necessary to provide services requested by**
5 **CITY.**

6
7 **SECTION 10 - COST OF SERVICES**

8 **Unless the parties have mutually agreed in writing to a set fee for professional services when**
9 **requested by CITY and agreed to by COUNTY, CITY shall pay COUNTY for all such services,**
10 **including staff-to-staff consultations, at the hourly rates set forth in Attachment B to this**
11 **Agreement. CITY shall pay COUNTY for each hour of services it provides, or each fraction of an**
12 **hour billed at 1/10th increments, including any required travel time. Work done by the COUNTY**
13 **after regular working hours, such as responding to emergency calls, shall be paid at 1.5 times the**
14 **hourly labor rate component as shown in Attachment B. CITY shall not pay COUNTY for any**
15 **inspection services not described in Attachment A-1 to this Agreement, unless those services**
16 **have been mutually agreed to in writing as provided in Section 3 of this Agreement.**

17
18 **SECTION 11 - BILLING**

19 **COUNTY'S Contract Administrator shall submit to CITY'S Contract Administrator a monthly**
20 **invoice which shall include an itemized accounting of all services performed and the cost thereof.**

21
22 **SECTION 12 - PAYMENTS**

23 **CITY shall pay each monthly invoice within thirty (30) days of the date CITY'S Contract**
24 **Administrator receives the invoice. CITY may dispute any monthly invoice by submitting a written**
25 **description of the dispute to COUNTY'S Contract Administrator within ten (10) days of the date**
26 **CITY'S Contract Administrator receives the invoice. CITY may defer the payment of the portion**
27 **of the invoice in dispute until such time as the dispute is resolved; however, all portions of the**
28 **invoice not in dispute shall be paid within the thirty (30)-day period set forth herein.**

1
2 **SECTION 13 – RECORD MAINTENANCE**

3 COUNTY shall maintain all documents and records relating to the inspection services provided
4 pursuant to this Agreement, including, but not limited to, any and all ledgers, books of account,
5 invoices, vouchers, canceled checks, and other expenditure or disbursement documents. Such
6 documents and records shall be maintained in accordance with generally accepted accounting
7 principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation
8 of the inspection services provided by COUNTY pursuant to this Agreement. Such documents and
9 records shall be maintained for three years from the date of execution of this Agreement and to
10 the extent required by laws relating to public agency audits and expenditures.
11

12 **SECTION 14 – RECORD INSPECTION**

13 All documents and records required to be maintained pursuant to Section 13 of this Agreement
14 shall be made available for inspection, audit and copying, at any time during regular business
15 hours, upon the request of CITY'S Contract Administrator. Copies of such documents or records
16 shall be provided directly to CITY'S Contract Administrator for inspection, audit and copying when
17 it is practical to do so; otherwise, such documents and records shall be made available at
18 COUNTY'S address specified in Section 18 of this Agreement.
19

20 **SECTION 15 - DUTY TO INFORM AND RESPOND**

21 CITY'S Contract Administrator shall promptly address with COUNTY'S Contract Administrator, as
22 CITY deems appropriate, all complaints and correspondence that CITY receives concerning
23 COUNTY'S inspection services. CITY'S Contract Administrator shall also provide all information
24 concerning dangerous conditions that CITY'S Contract Administrator knows exist. COUNTY'S
25 Contract Administrator shall promptly transmit to CITY'S Contract Administrator all inquiries,
26 complaints, and correspondence that COUNTY receives in the course of providing professional
27 services. CITY shall be responsible for responding to all such inquiries, complaints and
28 correspondence, and the COUNTY shall cooperate with the CITY in such responses.

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SECTION 16 – STANDARD OF PERFORMANCE

COUNTY represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the inspection services described in this Agreement and that it will perform such services competently. In meeting its obligations under this Agreement, COUNTY shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing the same services to those required of COUNTY under this Agreement.

SECTION 17 – PERMITS AND LICENSES

COUNTY shall obtain any and all permits, licenses and authorizations necessary to perform the inspection services described in this Agreement. Neither CITY, not its officials, officers, employees or agents shall be liable, at law or in equity, as a result of COUNTY'S failure to comply with this section.

SECTION 18 - NOTICES

Any notices required or permitted to be sent to either party shall be deemed given when personally delivered to the individuals identified below or when addressed as follows and deposited in the U.S. Mail, postage prepaid:

County of Riverside	City of Perris
Transportation Department	101 D Street
P.O. Box 1090	Perris, CA 92570
Riverside, CA 92502-1090	Attention:
Attention:	City Manager
Transportation Director	

SECTION 19 - OWNERSHIP OF DATA

1 Ownership and title to all reports, documents, plans, specifications, and estimates produced or
2 compiled pursuant to this Agreement shall automatically be vested in CITY and become the
3 property of CITY. CITY reserves the right to authorize others to use or reproduce such materials
4 and COUNTY shall not circulate such materials, in whole or in part, or release such materials to
5 any person or entity other than CITY without the authorization of CITY'S Contract Administrator.
6

7 SECTION 20 - CONFIDENTIALITY

8 COUNTY shall observe all Federal and State regulations concerning the confidentiality of records.
9 All information gained or work product produced by COUNTY pursuant to this Agreement shall be
10 considered confidential, unless such information is in the public domain. COUNTY'S Contract
11 Administrator shall promptly notify CITY'S Contract Administrator when COUNTY receives a
12 request for release or disclosure of information or work product. COUNTY shall not release or
13 disclose information or work product to persons or entities other than CITY without prior written
14 authorization from CITY'S Contract Administrator, except when such release or disclosure is
15 required by the California Public Records Act or any other law.
16

17 SECTION 21 - INDEMNIFICATION

18 Indemnification by COUNTY. Excepted as provided below in the paragraph entitled "Special
19 Circumstances", COUNTY shall indemnify, defend and hold harmless CITY, its officials, officers,
20 employees and agents from all claims and liability for loss, damage, or injury to property or
21 persons, including wrongful death, based on COUNTY'S negligent acts, omissions or willful
22 misconduct arising out of or in connection with the performance of inspection services under this
23 Agreement including, without limitation, the payment of attorney's fees.

24 Indemnification by CITY. CITY shall indemnify, defend and hold harmless COUNTY, its officials,
25 officers, employees and agents from all claims and liability for loss, damage, or injury to property
26 or persons, including wrongful death, based on CITY'S negligent acts, omissions or willful
27 misconduct arising out of or in connection with the performance of inspection services under this
28 Agreement including, without limitation, the payment of attorney's fees.

1 **Special Circumstances.** Notwithstanding the above, COUNTY shall not indemnify, defend and
2 hold harmless CITY, its officials, officers, employees and agents, and CITY shall indemnify,
3 defend, and hold harmless COUNTY its officials, officers, employees and agents, from all claims
4 and liability resulting from any of the following:

- 5
- 6 1. The invalidity of CITY'S codes, ordinances, or regulations
 - 7 2. How CITY decides to maintain, or prioritize the maintenance of, CITY facilities,
8 including, but not limited to, streets and sidewalks.
 - 9 3. The design of CITY facilities, including, but not limited to, streets and sidewalks.
 - 10 4. CITY'S failure to provide pertinent information and inform as provided in Sections 7 and
11 15 of this Agreement.
- 12

13 **Notification and Cooperation.** The parties mutually agree to notify each other through their
14 respective contract administrators if they are served with any claims, summons, complaint,
15 discovery request or court order (hereinafter "litigation documents") concerning this Agreement
16 and the professional services provided hereunder. The parties also mutually agree to cooperate
17 with each other in any third party legal action concerning this Agreement and the professional
18 services provided hereunder. Such cooperation shall include each party giving the other an
19 opportunity to review any proposed responses to litigation documents. This right of review does
20 not, however, give either party the right to control, direct or rewrite the proposed responses of the
21 other party.

22

23 SECTION 22 - INSURANCE

24 The parties agree to maintain the types of insurance and liability limits that are expected for entities
25 of their size and diversity. The types of insurance maintained and the limits of liability for each
26 insurance type shall not limit the indemnification provided by each party to the other.

27
28

1 **SECTION 23 – ASSIGNMENT**

2 The expertise and experience of COUNTY are material considerations for this Agreement. CITY
3 has an interest in the qualifications and capabilities of the persons and entities that COUNTY will
4 use to fulfill its obligations under this Agreement. In recognition of that interest, COUNTY shall not
5 assign or transfer this Agreement, in whole or in part, or the performance of any of COUNTY'S
6 obligations under this Agreement without prior written consent of the CITY'S Contract
7 Administrator. Any attempted assignment shall be ineffective, null and void, and shall constitute a
8 material breach of this Agreement entitling CITY to any and all remedies at law or in equity,
9 including summary termination of this Agreement. CITY acknowledges, however, that COUNTY,
10 in the performance of its duties under this Agreement, may utilize subcontractors, and such use
11 shall not be considered a violation of this provision.

12
13 **SECTION 24 - IMMUNITIES**

14 Nothing in this Agreement is intended to nor shall it impair the statutory limitations and/or
15 immunities applicable or available to the parties under State laws and regulations.

16
17 **SECTION 25 - MODIFICATIONS**

18 This Agreement may be amended or modified only by mutual agreement of the parties. No
19 alteration or variation of the terms of this Agreement shall be valid unless made in writing and
20 signed by the parties hereto, and no oral understanding or agreement not incorporated herein
21 shall be binding on any of the parties hereto.

22
23 **SECTION 26 - WAIVER**

24 Any waiver by a party of any breach of one or more of the terms of this Agreement shall not be
25 construed to be a waiver of any subsequent or other breach of the same or of any other term
26 hereof. Failure on the part of either party to require exact, full and complete compliance with any
27 terms of this Agreement shall not be construed as changing in any manner the terms hereof, or
28 estopping that party from enforcing the terms hereof.

1 **SECTION 27 - SEVERABILITY**

2 If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or
3 unenforceable, the remaining provisions will nevertheless continue in full force without being
4 impaired or invalidated in any way.

5
6 **SECTION 28 - TERM**

7 This Agreement shall become effective upon its approval by the Riverside County Board of
8 Supervisors and shall remain in effect until June 30, 2019. This Agreement may be terminated by
9 either party upon sixty (60) days written notice to the other party. This Agreement may be extended
10 every twelve (12) months, starting on June 30, 2019 if the parties, through their respective
11 governing bodies, mutually agree to the extension in writing and mutually agree on the hourly rate
12 to be charged for services.

13
14 **SECTION 29 – ATTORNEYS' FEES**

15 Should either party institute any arbitration, action, proceeding, suite or similar proceeding to
16 enforce or interpret this Agreement or any provision hereof, for damages by reason of any alleged
17 breach of this Agreement or any provision hereof, or for a declaration of rights hereunder, the
18 prevailing party in any such action or proceeding shall be entitled to receive from the other party
19 all costs and reasonable attorneys' fees incurred by the prevailing party in connection with such
20 action or proceeding.

21
22 **SECTION 30 - ENTIRE AGREEMENT**

23 This Agreement is intended by the parties as a final expression of their understanding with respect
24 to the subject matter hereof and supersedes any and all prior and contemporaneous agreements
25 and understandings, written or oral.

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APPROVALS

COUNTY Approvals

CITY Approvals

APPROVED AS TO FORM:

APPROVED AS TO FORM:

 Dated: 6/14/18
for Gregory P. Priamos, County Counsel

 Dated: 6/12/18
Eric L. Dunn, City Attorney
City of Perris

APPROVED BY BOARD OF SUPERVISORS:

APPROVED BY CITY COUNCIL:

 Dated: JUN 26 2018
Chuck Washington, Chairman

 Dated: 6/17/18
Richard Belmudez, City Manager
City of Perris

Riverside County Board of Supervisors

ATTEST:

ATTEST:

CLERK OF THE BOARD:

CITY CLERK:

By: 
Kecia Harper-Ihem

By: 
Nancy Salazar

(SEAL)

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ATTACHMENT A-1

Transportation Department Services

Upon request and approval as set forth in this Agreement, the Transportation Department will provide inspection services for new development, including, but not limited to, the following:

Inspect:

New traffic signals

Modified traffic signals

New lights or flashers

ATTACHMENT B**HOURLY RATES FOR PROFESSIONAL SERVICES**

		Non Federal
Transportation Department/ Highway Operations Rates	Assistant District Road Maintenance Supervisor	\$ 119.23
Transportation Department/ Highway Operations Rates	Bridge Crew Worker	\$ 91.91
Transportation Department/ Highway Operations Rates	Crew Lead Worker	\$ 98.99
Transportation Department/ Highway Operations Rates	District Road Maintenance Supervisor	\$ 125.79
Transportation Department/ Highway Operations Rates	Equipment Operator I	\$ 91.45
Transportation Department/ Highway Operations Rates	Equipment Operator II	\$ 98.94
Transportation Department/ Highway Operations Rates	Laborer	\$ 68.02
Transportation Department/ Highway Operations Rates	Lead Bridge Crew Worker	\$ 102.22
Transportation Department/ Highway Operations Rates	Lead Traffic Control Painter	\$ 105.51
Transportation Department/ Highway Operations Rates	Lead Tree Trimmer	\$ 100.07
Transportation Department Highway Operations Rates	Maintenance & Construct Worker	\$ 80.48
Transportation Department Highway Ops. / Engineering Rates	Office Assistant II	\$ 64.84
Transportation Department Highway Ops. / Engineering Rates	Principal Eng Tech	\$ 168.75

ATTACHMENT B**HOURLY RATES FOR PROFESSIONAL SERVICES**

		Non Federal
Transportation Department Highway Ops. / Engineering Rates	Secretary II	\$ 94.53
Transportation Department Highway Operations Rates	Sign Maker	\$ 100.58
Transportation Department Highway Operations Rates	Sr Equipment Operator	\$ 106.87
Transportation Department Highway Operations Rates	Sr Traffic Signal Technician	\$ 145.13
Transportation Department Highway Ops. / Engineering Rates	Technical Eng Unit Supervisor	\$ 181.74
Transportation Department Highway Operations Rates	Traffic Control Painter	\$ 97.96
Transportation Department Highway Operations Rates	Traffic Signal Supervisor	\$ 156.08
Transportation Department Highway Operations Rates	Traffic Signal Tech	\$ 134.69
Transportation Department Highway Operations Rates	Tree Trimmer	\$ 90.43
Transportation Department Highway Operations Rates	Truck & Trailer Driver	\$ 96.37
Transportation Department Engineering Rates	Admin Services Analyst I	\$ 98.05
Transportation Department Engineering Rates	Admin Services Analyst II	\$ 111.33
Transportation Department Engineering Rates	Associate Civil Engineer	\$ 169.84

ATTACHMENT B**HOURLY RATES FOR PROFESSIONAL SERVICES**

		Non Federal
Transportation Department Engineering Rates	Asst Civil Engineer	\$ 152.76
Transportation Department Engineering Rates	Engineering Aide	\$ 81.40
Transportation Department Engineering Rates	Engineering Project Mgr	\$ 210.39
Transportation Department Engineering Rates	Engineering Technician I	\$ 106.07
Transportation Department Engineering Rates	Engineering Technician II	\$ 117.91
Transportation Department Engineering Rates	GIS Senior Analyst	\$ 125.79
Transportation Department Engineering Rates	Junior Engineer	\$ 129.51
Transportation Department Engineering Rates	Office Assistant III	\$ 72.03
Transportation Department Engineering Rates	Principal Const Inspector	\$ 166.64
Transportation Department Highway Ops. / Engineering Rates	Secretary I	\$ 85.04
Transportation Department/Engineering Rates	Senior Transportation Planner	\$ 184.95
Transportation Department Engineering Rates	Senior Civil Engineer	\$ 194.07
Transportation Department Engineering Rates	Senior Engineering Tech	\$ 136.64

ATTACHMENT B**HOURLY RATES FOR PROFESSIONAL SERVICES**

		Non Federal
Transportation Department Survey Rates	Engineering Tech I	\$ 86.29
Transportation Department Survey Rates	Engineering Tech II	\$ 95.93
Transportation Department Survey Rates	Office Assistant III	\$ 58.60
Transportation Department Survey Rates	Principal Eng Tech	\$ 137.29
Transportation Department Survey Rates	Principal Eng Tech - PLS/PE	\$ 144.85
Transportation Department Survey Rates	Secretary II	\$ 76.90
Transportation Department Survey Rates	Sr Eng Tech	\$ 111.16
Transportation Department Survey Rates	Sr Eng Tech - PLS/PE	\$ 117.24
Transportation Department Survey Rates	Sr Land Surveyor	\$ 152.82
Transportation Department Survey Rates	Sr Surveyor	\$ 148.73
Transportation Department Survey Rates	Supervising Land Surveyor	\$ 162.16
Transportation Department Equipment Rental Rates	Sedans - Leased	\$ 12.58
Transportation Department Equipment Rental Rates	SUVs - Leased	\$ 6.19

ATTACHMENT B**HOURLY RATES FOR PROFESSIONAL SERVICES**

		Non Federal
Transportation Department Equipment Rental Rates	Survey Mini PU	\$ 7.00
Transportation Department Equipment Rental Rates	Pickups-3/4T	\$ 13.20
Transportation Department Equipment Rental Rates	Light Trucks	\$ 30.80
Transportation Department Equipment Rental Rates	Medium Dumps	\$ 36.23
Transportation Department Equipment Rental Rates	Med Dmps w/Attach	\$ 140.52
Transportation Department Equipment Rental Rates	Graders	\$ 42.39
Transportation Department Equipment Rental Rates	Heavy Truck	\$ 103.29
Transportation Department Equipment Rental Rates	Medium Crawler	\$ 152.52
Transportation Department Equipment Rental Rates	Heavy Crawler	\$ 85.07
Transportation Department Equipment Rental Rates	Wheel Tractor	\$ 16.52
Transportation Department Equipment Rental Rates	Extra Heavy Crawler	\$ 112.95
Transportation Department Equipment Rental Rates	Medium Loader	\$ 42.26
Transportation Department Equipment Rental Rates	Heavy Loader	\$ 43.67

ATTACHMENT B**HOURLY RATES FOR PROFESSIONAL SERVICES**

		Non Federal
Transportation Department Equipment Rental Rates	Tractor W/Mower	\$ 147.26
Transportation Department Equipment Rental Rates	Chip Spreader	\$ 111.37
Transportation Department Equipment Rental Rates	Street Sweeper	\$ 58.54
Transportation Department Equipment Rental Rates	Self-Loading Scraper	\$ 200.34
Transportation Department Equipment Rental Rates	Heavy Mixer	\$ 163.33
Transportation Department Equipment Rental Rates	Elevating Scraper	\$ 130.97
Transportation Department Equipment Rental Rates	Extra Heavy Loader	\$ 20.80
Transportation Department Equipment Rental Rates	Heavy Dumps	\$ 52.34
Transportation Department Equipment Rental Rates	Screen Plant	\$ 122.72
Transportation Department Equipment Rental Rates	Gradall Excavator	\$ 111.43
Transportation Department Equipment Rental Rates	Truck Transport	\$ 63.60
Transportation Department Equipment Rental Rates	Roller (Self propelled)	\$ 48.89
Transportation Department Equipment Rental Rates	Aerial Platform Truck	\$ 37.67

ATTACHMENT B**HOURLY RATES FOR PROFESSIONAL SERVICES**

		Non Federal
Transportation Department Equipment Rental Rates	Brush Chipper	\$ 18.21
Transportation Department Equipment Rental Rates	Generator	\$ 36.20
Transportation Department Equipment Rental Rates	Asphalt Reclaimer	\$ 125.81
Transportation Department Equipment Rental Rates	Signal Aerial Lift Truck	\$ 51.43
Transportation Department Equipment Rental Rates	Striping Unit	\$ 97.59
Transportation Department Equipment Rental Rates	Curb Builder	\$ 51.12
Transportation Department Equipment Rental Rates	Concrete Saw	\$ 44.02
Transportation Department Equipment Rental Rates	Deflect-o-meter	\$ 675.50
Transportation Department Equipment Rental Rates	Paving Machine	\$ 198.25
Transportation Department Equipment Rental Rates	Patch Truck	\$ 34.65
Transportation Department Equipment Rental Rates	Stump Cutter	\$ 12.73
Transportation Department Equipment Rental Rates	Stencil Trucks	\$ 29.39
Transportation Department Equipment Rental Rates	Survey Truck	\$ 11.61

ATTACHMENT B**HOURLY RATES FOR PROFESSIONAL SERVICES**

		Non Federal
Transportation Department Equipment Rental Rates	Thermal Applicator	\$ 30.46
Transportation Department Equipment Rental Rates	Vac Truck	\$ 112.08
Transportation Department Equipment Rental Rates	Water Truck	\$ 52.50
Transportation Department Equipment Rental Rates	Pup Trailer	\$ 21.00
Transportation Department Equipment Rental Rates	Roller (Pulled)	\$ 10.70
Transportation Department Equipment Rental Rates	Rotary Sweepers	\$ 84.36
Transportation Department Equipment Rental Rates	Patch Spraying Rig	\$ 44.91
Transportation Department Equipment Rental Rates	Tiltbed Trailer	\$ 28.25
Transportation Department Equipment Rental Rates	Lowbed Trailer	\$ 16.47



CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

MEETING DATE: September 13, 2022

SUBJECT: Design Services for Perris Valley Storm Drain Channel Trail, Phase 2 (CIP # P040)

REQUESTED ACTION: Approve Amendment No. 1 of the Contract Services Agreement with Albert A. Webb Associates, Inc., for the sum of \$51,120.58; and authorize the City Manager to execute the amended Agreement

CONTACT: Stuart E. McKibbin, Contract City Engineer

BACKGROUND/DISCUSSION:

The Perris Valley Storm Drain Channel Trail Phase 2 ("Phase 2 Trail") is a 3.1-mile, multi-purpose trail extension to the existing 4.3-mile trail constructed with Phase 1. The Phase 2 Trail runs along the Perris Valley Storm Drain Channel from Nuevo Road to north of Case Road, connecting to the South Metrolink Station. The Phase 2 Trail is funded by the California Transportation Commission Active Transportation Program (ATP), Cycle 3 Augmentation 2017.

On February 9, 2021, the City approved the contract service agreement with Albert A. Webb Associates, Inc. (Consultant), for the Phase 2 Trail design services. As the Project design progressed, design changes needed to be made to stay within the approved project budget. The design changes requested in attachment No. 4 have increased the design cost to cover additional meetings and project management, biological constraints and coordination, changes to project design, plans, specifications, and estimates, as well as landscape and irrigation changes, increasing the contract amount from \$256,628.47 to \$307,749.05.

The design contract service agreement includes construction support. Therefore, the Contract term is also extended from April 30, 2023, through December 31, 2023, the anticipated completion of the construction phase.

Staff recommends the Council approve Amendment No. 1 of the Contract Services Agreement with Albert A Webb Associates, Inc., in the amount not to exceed \$51,120.58 and authorize the City Manager to execute the Amendment.

BUDGET (or FISCAL) IMPACT:

The amount required for the design services will be \$307,749.05. The ATP grant covers \$287,000.00. The City will fund the remaining \$20,749.05 with DIF funding, which has already been budgeted in the CIP.

Prepared by: Stuart McKibbin, Contract City Engineer

REVIEWED BY:

City Attorney _____
Assistant City Manager _____
Deputy City Manager _____

Attachments:

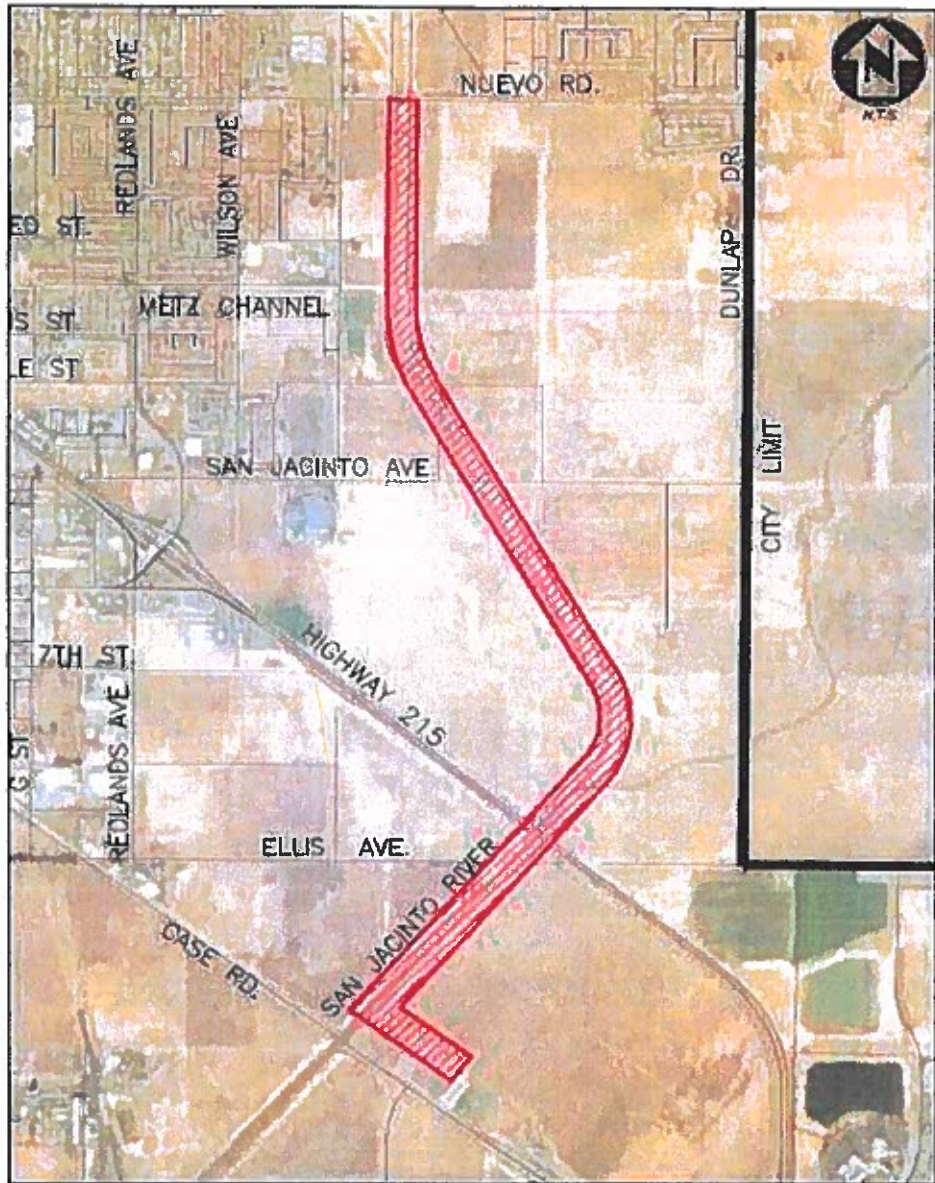
1. Location Map
2. CIP Sheet # P040
3. Contract Services Agreement, Amendment No. 1.
4. Request for Change Order for Additional Engineering Services, dated August 10, 2022
5. Contract Service Agreement February 9, 2021

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

ATTACHMENT 1

[Location Map]

**PERRIS VALLEY STORM CHANNEL TRAIL PHASE II
VICINITY MAP**



TRI LAKE
CONSULTANTS, INC.
CITY ENGINEER
82. 002 001201

LEGEND:

-  PROJECT AREA
-  PERRIS CITY LIMITS



ATTACHMENT 2

[CIP SHEET #P040]

CITY OF PERRIS
Capital Improvement Program Project Details



Project Number: P040
 Project Title: Perris Valley Storm Channel Trail Phase II
 Managing Department: City Engineer

Project Description and/or Justification:
 This project is the second phase of a 7 mile long multiuse trail that runs along the Perris Valley Storm Channel. This phase extends from Nuevo Road to Case Road.



Original Budget: 3,204,000
 Budget Amendments: -
 Total Project Costs: 356,913
 Available Funds: 2,847,087

Project Dates:
 Begin: FY 17/18
 Completion:
Total Budget Additions (Deletions):

Funding Sources:	Fund	Project to Date Available	Proposed Plan 2021/2022	Proposed Plan 2022/2023	Proposed Plan 2023/2024	Proposed Plan 2022/2023	Total
State Grant	119	2,697,551	-	-	-	-	\$ 2,697,551
DIF - DA Fee	163	149,536	-	-	-	-	\$ 149,536
							\$ -
							\$ -
							\$ -
Total:		2,847,087	-	-	-	-	\$ 2,847,087

Budget Amendment Notes				
Date	Description / Action	Adopted Budget	Amendment	Amended Budget
2017/18	Adopted Budget - DA Fee	200,000		200,000
2018/19	Adopted Budget - ATP Grant	3,004,000		3,204,000
				3,204,000
				3,204,000
				3,204,000
				3,204,000
	The city was awarded \$3,004,000 from Caltrans Grant for Phase II of project P040 but has not yet received authorization to spend the approved contract funds. We will adopt a budget for the Caltrans grant once we receive authorization.			3,204,000
				3,204,000
				3,204,000
				3,204,000
				3,204,000
Total:		\$ 3,204,000	\$ -	\$ 3,204,000

P-40

As of 3/31/2021

ATTACHMENT 3

[CONTRACT SERVICES AGREEMENT, AMENDMENT 1]

AMENDMENT No. 1

to Contract Services Agreement Between the City of Perris and Albert A. Webb Associates

THIS AMENDMENT No. 1 ("Amendment") to Contract Services Agreement is made and entered into as of this 13th day of September 2022, by and between Albert A. Webb Associates ("Consultant") and the City of Perris, a municipal corporation ("City").

RECITALS

WHEREAS, on February 9, 2021, City and Consultant entered into a Contract Services Agreement ("Contract") for the Perris Valley Storm Drain Channel Trail Phase 2 Professional Engineering Design Services ("Project").

WHEREAS, Design Project Changes have caused contract cost increases, including additional Project Development Team meetings, biological constraints and coordination, and additional changes to the design and landscape plans.

AGREEMENT

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

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

Section 2. Section 2.1, Contract Sum is hereby increased from Two Hundred Fifty Six Thousand Six Hundred Twenty Eight and Forty Seven Cents (\$256,628.47) to Three Hundred Seven Thousand Seven Hundred Forty Nine and Five Cents (\$307,749.05).

Section 3. Section 3.1, Contract Term is extended through December 31, 2023, the anticipated completion of the construction phase.

Section 4. Full Force and Effect. City and Consultant 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.

Consultant

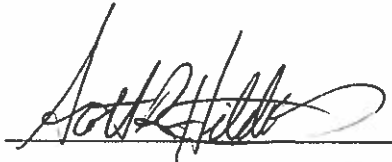
Contractor Name: Albert A. Webb Associates
Address: 3788 McCray Street
Riverside, Ca 92506

(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: _____
Clara Miramontes
City Manager

By: 
Dilesh Sheth, Senior Vice President


Scott Hildebrandt, Chief Strategy Officer

City of Perris

Attest to:

City Clerk

Date

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – WRITTEN CONTRACTS (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is limited as follows:

- c. In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
- d. This insurance does not apply to the rendering of or failure to render any "professional services" or construction management errors or omissions.
- e. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured ap-

plies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

The insurance provided to the additional insured is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But this insurance provided to the additional insured still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any "other insurance".

3. The following is added to SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

Duties Of An Additional Insured

As a condition of coverage provided to the additional insured:

- a. The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

COMMERCIAL GENERAL LIABILITY

- I. How, when and where the "occurrence" or offense took place;
 - II. The names and addresses of any injured persons and witnesses; and
 - III. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against the additional insured, the additional insured must:
- I. Immediately record the specifics of the claim or "suit" and the date received; and
 - II. Notify us as soon as practicable.
- The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d. The additional insured must tender the defense and indemnity of any claim or "suit" to

any provider of other insurance which would cover the additional insured for a loss we cover. However, this condition does not affect whether this insurance provided to the additional insured is primary to that other insurance available to the additional insured which covers that person or organization as a named insured.

4. The following is added to the DEFINITIONS Section:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR ARCHITECTS, ENGINEERS AND SURVEYORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|--|--|
| <p>A. Non-Owned Watercraft – 75 Feet Long Or Less</p> <p>B. Who Is An Insured – Unnamed Subsidiaries</p> <p>C. Who Is An Insured – Retired Partners, Members, Directors And Employees</p> <p>D. Who Is An Insured – Employees And Volunteer Workers – Bodily Injury To Co-Employees, Co-Volunteer Workers And Retired Partners, Members, Directors And Employees</p> <p>E. Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies</p> <p>F. Blanket Additional Insured – Controlling Interest</p> <p>G. Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers</p> | <p>H. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Premises</p> <p>I. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations</p> <p>J. Incidental Medical Malpractice</p> <p>K. Medical Payments – Increased Limit</p> <p>L. Amendment Of Excess Insurance Condition – Professional Liability</p> <p>M. Blanket Waiver Of Subrogation – When Required By Written Contract Or Agreement</p> <p>N. Contractual Liability – Railroads</p> |
|--|--|

PROVISIONS

A. NON-OWNED WATERCRAFT – 75 FEET LONG OR LESS

1. The following replaces Paragraph (2) of Exclusion g., **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

- (2) A watercraft you do not own that is:
- (a) 75 feet long or less; and
 - (b) Not being used to carry any person or property for a charge;

2. The following replaces Paragraph 2.e. of **SECTION II – WHO IS AN INSURED**:

- e. Any person or organization that, with your express or implied consent, either

uses or is responsible for the use of a watercraft that you do not own that is:

- (1) 75 feet long or less; and
- (2) Not being used to carry any person or property for a charge;

B. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and

COMMERCIAL GENERAL LIABILITY

- b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a. A limited liability company;
- b. An organization other than a partnership, joint venture or limited liability company; or
- c. A trust;

as indicated in its name or the documents that govern its structure.

C. WHO IS AN INSURED – RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph 2. of SECTION II – WHO IS AN INSURED:

Any person who is your retired partner, member, director or "employee" that is performing services for you under your direct supervision, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, no such retired partner, member, director or "employee" is an insured for:

(1) "Bodily injury":

- (a) To you, to your current partners or members (if you are a partnership or joint venture), to your current members (if you are a limited liability company) or to your current directors;
- (b) To the spouse, child, parent, brother or sister of that current partner, member or director as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your retired partners, members, directors or "employees", other than a doctor. Any such retired partners, members, directors or "employees" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

(2) "Personal injury":

- (a) To you, to your current or retired partners or members (if you are a partnership or joint venture), to your current or retired members (if you are a limited liability company), to your other current or retired directors or "employees" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that current or retired partner, member, director, "employee" or "volunteer worker" as a consequence of Paragraph (2)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (2)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

(3) "Property damage" to property:

- (a) Owned, occupied or used by; or
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your retired partners, members or directors, your current or retired "employees" or "volunteer workers", any current partner or member (if you are a partnership or joint venture), or any current member (if you are a limited liability company) or current director.

D. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS – BODILY INJURY TO CO-EMPLOYEES, CO-VOLUNTEER WORKERS AND RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph 2.a.(1) of SECTION II – WHO IS AN INSURED:

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" to a current or retired co-"employee" while in the course of the co-"employee's" employment by you or performing duties related to the conduct of your business, or to "bodily injury" to your other "volunteer workers" or retired partners, members or directors while performing duties related to the conduct of your business.

E. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

The following replaces Paragraph 3. of SECTION II – WHO IS AN INSURED:

3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only:

(1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

(2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it;

b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph 1. of Section II – Who is An Insured, each such

organization will be deemed to be designated in the Declarations as:

- a. A limited liability company;
- b. An organization other than a partnership, joint venture or limited liability company; or
- c. A trust; as indicated in its name or the documents that govern its structure.

F. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST

1. The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

- a. Such financial control; or
- b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

2. The following is added to Paragraph 4. of SECTION II – WHO IS AN INSURED:

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

G. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS

The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed,

COMMERCIAL GENERAL LIABILITY

subsequent to the signing of that contract or agreement; and

- b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

- a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such person or organization does not apply to:
 - (1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or
 - (2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

H. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

The following is added to SECTION II – WHO IS AN INSURED:

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away

openings, sidewalk vaults, elevators, street banners or decorations.

I. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to SECTION II – WHO IS AN INSURED:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

J. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph b. of the definition of "occurrence" in the DEFINITIONS Section:

- b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph 2.a.(1) of SECTION II – WHO IS AN INSURED:

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide:

- (a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician, paramedic, athletic trainer, audiologist, dietician, nutritionist,

occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

- (b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

- 3. The following replaces the last sentence of Paragraph 5. of SECTION III – LIMITS OF INSURANCE:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

- 4. The following exclusion is added to Paragraph 2., Exclusions, of SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.

- 5. The following is added to the DEFINITIONS Section:

"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

- 6. The following is added to Paragraph 4.b., Excess Insurance, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis,

that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

K. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph 7. of SECTION III – LIMITS OF INSURANCE:

- 7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

- a. \$10,000; or
- b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY

The following is added to Paragraph 4.b., Excess Insurance, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage A or Coverage B.

M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to Paragraph 8., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed; subsequent to the signing of that contract or agreement.

COMMERCIAL GENERAL LIABILITY

N. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph c. of the definition of "insured contract" in the **DEFINITIONS** Section:
 - c. Any easement or license agreement;
2. Paragraph f.(1) of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

ATTACHMENT 4

[REQUEST FOR CHANGE ORDER FOR ADDITIONAL ENGINEERING SERVICES, DATED
AUGUST 10, 2022]



Corporate Headquarters
3788 McCray Street
Riverside, CA 92506
951.686.1070

Murrieta Office
41870 Kalmia Street #160
Murrieta, CA 92562
T: 951.686.1070

2021-0047

August 10, 2022

Grace Alvarez
Special Project Manager
City of Perris
101 N. D Street
Perris CA, 92570

**RE: Request for Change Order for Additional Engineering Services for
Perris Valley Storm Drain Trail**

Dear Grace:

Albert A. WEBB Associates respectfully submits this change order for additional services related to the above-referenced project. Enclosed you will find our original scope of services along with the out-of-scope effort broken down in further detail per your request.

Please feel free to contact us if you have any questions regarding this amendment; please get in touch with us at 951-830-5129. To accept this request, please prepare the appropriate contract documents and send them to our office.

Sincerely,

Albert A. Webb Associates

A handwritten signature in blue ink, appearing to read "Eugene Abrego", is written over a light blue horizontal line.

Eugene Abrego, PE
Senior Engineer

Black Text =Original Scope
Blue Text = Out-of-Scope Effort

Task 1: Plans, Specifications, and Estimates Task 1.1: Project Kick-Off Meeting and Project Management

WEBB will schedule and attend meetings in the planning phase as follows:

- Project Kick-off Meeting
- Project Development Team (PDT) Meetings (5) – on an as-needed basis. Invite EPIC to the meetings to coordinate right-of-way and utility investigation/relocation. Also, invite agencies (RCFCWCD, Caltrans, and RCTC) to PDT Meetings

WEBB will schedule, chair, and prepare meeting agendas and minutes for all meetings. WEBB will prepare the project schedule utilizing Microsoft Project. WEBB will provide the schedule in both digital and hard copy. An updated schedule is to be handed out during PDT Meetings.

* Additional PDT meetings beyond the original five (5) included in scope. There have been fifteen (15) meetings to date.

	Hours	Loaded Rate	Labor Cost
Dilesh Sheth	8	\$ 335.86	\$ 2,686.88
Stephanie Standerfer	3	\$ 280.35	\$ 841.05
Eliza Laws	10	\$ 166.24	\$ 1,662.40
Eugene Abrego	10	\$ 174.83	\$ 1,748.30
		Total	\$ 6,938.63

Total Labor Cost for Task 1.1: \$ 6,938.63

Task 1.2 Biological Constraints and Coordination

WEBB will coordinate to evaluate the biological constraints and potential impacts related to the trail improvement plans and bridge design. While this is expected to be an iterative process, our scope assumes no more than three different layouts will be evaluated. Two meetings (telephone or video call) with the City are included. Once the bridge and trail design is selected, WEBB will schedule to attend a meeting (video call) with the Regional Conservation Authority (RCA) and Wildlife Agencies (California Department of Fish and Wildlife and U.S. Fish and Wildlife Services) to identify Project updates needed to the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP) Joint Project Review (JPR) process.

* Preparation of storm drain model and flow calculations at San Jacinto River and trail bridge crossing per RCA request.

	Hours	Loaded Rate	Labor Cost
Joseph Caldwell	12	\$ 237.10	\$ 2,845.20
		Total	\$ 2,845.20

* Coordination for revision of eliminating Metz Channel bridge and 7th Street Channel bridge.

	Hours	Loaded Rate	Labor Cost
Eugene Abrego	2	\$ 174.83	\$ 349.66
Eliza Laws	2	\$ 166.24	\$ 332.48
		Total	\$ 682.14

* Coordination for revision to new connection to Patriot Park.

	Hours	Loaded Rate	Labor Cost
Eugene Abrego	2	\$ 174.83	\$ 349.66
Eliza Laws	2	\$ 166.24	\$ 332.48
		Total	\$ 682.14

* Scheduled and attended environmental specific meetings with the City.

	Hours	Loaded Rate	Labor Cost
Eliza Laws	2	\$ 166.24	\$ 332.48
Stephanie Standerfer	2	\$ 280.35	\$ 560.70
		Total	\$ 893.18

Total Labor Cost for Task 1.2: \$ 5,102.66

Task 1.7 Plans, Specifications, and Estimates Task 1.7.1 - Trail Improvement Plans

We will prepare trail improvement plans in accordance with Caltrans Design Guidance, LAPM Chapter 11, design guidance for bikeways projects provided in Chapters 100, 200, 300, and 1000 of the Caltrans Highway Design Manual and AASHTO Guide for Development of Bikeway Facilities to achieve project objectives.

* Design and coordination for design revision at Metz. Channel crossing. Original design proposed pre-fabricated bridge crossing. Revised design included 4'x6' reinforced concrete box culvert as separate plans (Riverside County Flood Control). Prepared drainage memo for culvert design.

	Hours	Loaded Rate	Labor Cost
Eugene Abrego	3	\$ 174.83	\$ 524.49
Nick Keller	6	\$ 159.50	\$ 957.00
Joseph Caldwell	24	\$ 237.10	\$ 5,690.40
Marco Gonzalez	65	\$ 121.16	\$ 7,875.40
		Total	\$ 15,047.29

* Design and coordination for trail connection to Patriot Park. Design efforts included preliminary layout exhibits coordinated with City Maintenance Department. Final alignment connection included trail stretching from trail mainline to Murrieta Road.

	Hours	Loaded Rate	Labor Cost
Eugene Abrego	3	\$ 174.83	\$ 524.49
Joy Sellman	8	\$ 95.08	\$ 760.64
Nick Keller	30	\$ 159.50	\$ 4,785.00
		Total	\$ 6,070.13

Total Labor Cost for Task 1.7: \$21,117.42

Task 1.7.4 - Landscape and Irrigation Plans

We will prepare Landscape and Irrigation Plans for the trail entrance at Nuevo Road. The construction Documents for the above-mentioned areas shall include an Irrigation Plan with applicable water calculations and schedules, details, and specifications that specify all equipment by manufacturer, model number, size, precipitation rate, and applicable information to provide a fully automatic and durable system that is compliant to all applicable local and state regulations. Plans and details shall be consistent with applicable maintenance agency design and installation guidelines.

* Meetings and coordination with EMWD for proposed irrigation plan and approach. Preparation of complete RWUE package per EMWD request.

	Hours	Loaded Rate	Labor Cost
Eugene Abrego	6	\$ 174.83	\$ 1,048.98
Jeff Hutchins	8	\$ 174.83	\$ 1,398.64
Guillermo Gonzalez	60	\$ 121.16	\$ 7,269.60
		Total	\$ 9,717.22

* Expanded scope for proposed landscaped locations. Original scope proposed landscape at Nuevo Rd. and PVSD Trail. Added locations include the following along the PVSD Trail alignment: Patriot Park, San Jacinto Avenue, Metrolink Station.

	Hours	Loaded Rate	Labor Cost
Eugene Abrego	3	\$ 174.83	\$ 524.49
Jeff Hutchins	40	\$ 174.83	\$ 6,993.20
Guillermo Gonzalez	6	\$ 121.16	\$ 726.96
		Total	\$ 8,244.65

Total Labor Cost for Task 1.7: \$17,961.87

Total Labor Cost Summary

Task 1.1	\$ 6,938.63
Task 1.2	\$ 5,102.66
Task 1.7.1	\$ 21,117.42
Task 1.7.4	\$ 17,961.87
Total	\$ 51,120.58

ATTACHMENT 5

[CONTRACT SERVICE AGREEMENT FEBRUARY 9, 2021]

CITY OF PERRIS
CONTRACT SERVICES AGREEMENT FOR
PROFESSIONAL ENGINEERING DESIGN SERVICES FOR PERRIS VALLEY
STORM DRAIN CHANNEL TRAIL PHASE 2

This Contract Services Agreement ("Agreement"), is made and entered into this 9th day of February 2021, by and between the City of Perris, a municipal corporation ("City"), and Albert A. Webb Associates, a California Corporation. 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 Two Hundred Fifty Six Thousand Six Hundred Twenty Eight and Forty Seven Cents (\$256,628.47) ("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. The method of payment for this Agreement will be based on the actual cost plus a fixed fee. City will reimburse Consultant for actual cost (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by Consultant in performance of the work. Consultant will not be reimbursed for actual cost that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the Schedule of Compensation, unless additional reimbursement is authorized by an Agreement amendment. In no event will Consultant be reimbursed for overhead costs at a rate that exceeds City's approved overhead rate set forth in the Schedule of Compensation. In the event that City determines that a change to the work from that specified in the Schedule of Compensation and Agreement is required, the Agreement time or actual costs reimbursable by City shall be adjusted by Agreement amendment to accommodate the changed work. The maximum total cost as specified in Section 2.1 shall not be exceeded, unless authorized by an Agreement amendment.

2.3 The Indirect Cost Rate established for this Agreement is extended through the duration of this Agreement. Consultant's agreement to the extension of the 1-year applicable period shall not be a condition or qualification to the considered for the work or Agreement award.

2.4 Fixed Fee. The Schedule of Compensation includes a fixed fee of Eighteen Thousand Seventy Seven Dollars and Ninety Eight Cents (\$18,077.98). The fixed fee is nonadjustable for the term of the Agreement, except in the event of a significant change in the scope of work and such adjustment is made by Agreement amendment.

2.5 Reimbursable cost. Reimbursement for transportation and subsistence costs shall not exceed the Caltrans approved rates.

2.6 Task Items. When task items/milestone cost estimates are included in the approved Schedule of Compensation, Consultant shall obtain prior written approval for a revised milestone cost estimate from the Contract Officer before exceeding such cost estimate.

2.7 Progress Payments. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of Consultant's fixed fee will be included in the monthly progress payments. If Consultant fails to submit the required deliverable items according to the schedule set forth in the Schedule of Performance, City shall have the right to delay payment or terminate the Agreement.

2.8 Payment Approvals. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this Agreement.

2.9 Prompt Payment. Consultant will be reimbursed promptly according to California Regulations upon receipt by City's Contract Officer of itemized invoices in duplicate. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which Consultant is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the Schedule of Compensation and shall reference this Agreement number and project title. Final invoices must contain the final cost and all credit due to City including any equipment purchased under the

provisions of Equipment Purchase (if applicable). The final invoice should be submitted within sixty (60) calendar days after completion of Consultant's work. Invoices shall be mailed to City's Contract Officer at the following address:

City of Perris
Clara Miramontes, Interim City Manager
Attn: City Engineering Department
24 South D Street, Suite 100
Perris, Ca 92570

2.10 Prevailing Wage Requirements. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in prevailing wage rates are reimbursable.

2.11 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 April 30, 2023.

4.0 COORDINATION OF WORK

4.1 Representative of Consultant. Dilish Sheth 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 Professional Liability insurance in an amount not less than \$1,000,000.00 per claim with respect to loss arising from the actions of Consultant performing professional services hereunder on behalf of the City.

All of the above policies of insurance shall be primary insurance. The general liability policy shall name the City, its officers, employees and agents ("City Parties") as additional insureds and shall waive all rights of subrogation and contribution it may have against the City and the City's Parties and their respective insurers. All of said policies of insurance shall provide that said insurance may be not cancelled without providing thirty (30) days prior written notice by registered mail to the City. In the event any of said policies of insurance are cancelled or amended, Consultant shall, prior to the cancellation or amendment date, submit new evidence of insurance in conformance with this Section 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 submit progress reports at least once a month. The report should be sufficiently detailed for the City's Contract Officer to determine if Consultant is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.

6.2 Progress meetings. Consultant's Project Manager shall meet with City's Contract Officer, as needed, to discuss progress on the Agreement.

6.3 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.

6.4 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 *completion* 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 (delivered by certified mail, return receipt requested) of intent to terminate 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. Upon Termination, City shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

7.5 Temporary Suspension. City may temporarily suspend this Agreement, at no additional cost to City, provided that Consultant is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If City gives such notice of temporary suspension, Consultant shall immediately suspend its activities under this Agreement. A temporary suspension may be issued concurrent with the notice of termination.

7.6 Breach of Agreement. Notwithstanding any provisions of this Agreement, Consultant shall not be relieved of liability to City for damages sustained by City by virtue of any breach of this Agreement by consultant, and City may withhold any payments due to Consultant until such time as the exact amount of damages, if any, due City from Consultant is determined.

7.7 Compensation upon Termination. In the event of termination, Consultant shall be compensated as provided for in this Agreement. Upon termination, City shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

7.8 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.

7.9 Attorneys' Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, 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: _____
Michael M. Vargas, Mayor

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____
Eric L. Dunn, City Attorney

"CONSULTANT"
Albert A. Webb Associates, a California
Corporation

By: _____
Signature

Dilesh Sheth, Senior Vice President

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]

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: 

Michael M. Vargas, Mayor

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: 
Eric L. Dunn, City Attorney

"CONSULTANT"
Albert A. Webb Associates, a California Corporation

By: 
Signature

Dilesh Sheth, Senior Vice President

By: 
Signature

Scott Hildebrandt, Senior Vice President

(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

Task 1: Plans, Specifications, and Estimates Task 1.1: Project Kick-Off Meeting and Project Management

WEBB will schedule and attend meetings in the planning phase as follows:

- Project Kick-off Meeting
- Project Development Team (PDT) Meetings (5) – on an as-needed basis. Invite EPIC to the meetings to coordinate right-of-way and utility investigation/relocation. Also, invite agencies (RCFCWCD, Caltrans, and RCTC) to PDT Meetings

WEBB will schedule, chair, and prepare meeting agendas and minutes for all meetings. WEBB will prepare the project schedule utilizing Microsoft Project. WEBB will provide the schedule in both digital and hard copy. An updated schedule is to be handed out during PDT Meetings.

Task 1.2 Biological Constraints and Coordination

WEBB will coordinate with Glenn Lukos Associates (GLA) to evaluate the biological constraints and potential impacts related to the trail improvement plans and bridge design. While this is expected to be an iterative process, our scope assumes no more than three different layouts will be evaluated. Two meetings (telephone or video call) with the City are included. Once the bridge and trail design is selected, WEBB will schedule to attend a meeting (video call) with the Regional Conservation Authority (RCA) and Wildlife Agencies (California Department of Fish and Wildlife and U.S. Fish and Wildlife Services) to identify Project updates needed to the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP) Joint Project Review (JPR) process.

Task 1.3 Surveying and Topographic Mapping

WEBB will perform all field surveys for the preliminary and final design of the Project. Field survey information will also include a connection at Nuevo, San Jacinto, I-215, Metrolink Station, and the proposed bridge crossings. WEBB will provide coordination with EPIC for the right of way services.

Task 1.4 Utilities Research and Coordination

We will conduct existing utility research for all utilities within the Project limits to identify, locate, and accurately layout all underground improvements. WEBB will provide coordination with the Eastern Municipal Water District (EMWD) for irrigation connection on Nuevo Road. We will also provide coordination with Southern California Edison for the traffic signal service. EPIC will provide notification to the impacted companies and determining prior rights.

Task 1.5 Geotechnical

WEBB's sub-consultant will prepare a geotechnical design and foundation report for the work within Caltrans right-of-way under I-215.

Exhibit "A"

Page 1

Task 1.6 Water Quality Management Plan

We will prepare WQMP for the Project.

Task 1.7 Plans, Specifications, and Estimates Task 1.7.1 - Trail Improvement Plans

We will prepare trail improvement plans in accordance with Caltrans Design Guidance, LAPM Chapter 11, design guidance for bikeways projects provided in Chapters 100, 200, 300, and 1000 of the Caltrans Highway Design Manual and AASHTO Guide for Development of Bikeway Facilities to achieve project objectives.

Task 1.7.2 - Signing & Striping Plans

We will prepare signing & striping plans per California Manual on Uniform Traffic Control Devices and City of Perris Standards and requirements.

Task 1.7.3 - Traffic Signal Plans

We will prepare traffic signal plans for crossing at Nuevo Road and San Jacinto Road per California Manual on Uniform Traffic Control Devices and City of Perris Standards and requirements.

Task 1.7.4 - Landscape and Irrigation Plans

We will prepare Landscape and Irrigation Plans for the trail entrance at Nuevo Road. The construction Documents for the above-mentioned areas shall include an Irrigation Plan with applicable water calculations and schedules, details, and specifications that specify all equipment by manufacturer, model number, size, precipitation rate, and applicable information to provide a fully automatic and durable system that is compliant to all applicable local and state regulations. Plans and details shall be consistent with applicable maintenance agency design and installation guidelines.

Task 1.7.5 - Bridge Plans

WEBB's subconsultant, CNS, will provide structural engineering and coordination services regarding bridges over San Jacinto River, Metz Channel, and Metrolink Channel.

1. Coordinate with a prefabricated trail bridge manufacturer to select a bridge type that fits the proposed bridge geometric design, obtain preliminary bridge design plans, and design loads at the bridge abutments' supports.
2. Design the cast-in-place bridge abutments. CNS will prepare structural calculations, use Case Road and Nuevo Road bridge geotechnical reports to design the foundations, and prepare bridge abutment plans and details.

Task 1.7.6 - Specifications and Cost Estimate

We will prepare project specifications. We will provide a construction quantity and cost estimate with each submittal of plans. The unit costs shall be based upon the most current cost information for recent similar projects in the area compiled by WEBB and approved by the Agency.

Task 2: Permitting

We will prepare Encroachment Permits and submit plans and specifications to Caltrans and RCFCWD for review and approval. We will schedule a meeting with Caltrans and RCFCWD on an as-needed basis.

Task 3: Bid Support

We will assist in the bidding phase including, but not limited to pre-proposal meetings, Request for Information (RFI), issuing addenda, and bid analyses.

Task 4: Construction Support

We will assist with construction activities to ensure conformance to the project design. We will respond to RFI's and review shop drawings/material submittals. We will record project changes and provide the City with as-built plans. CNS will provide construction supports involving responding contractor's RFI's and prepare as-built plans.

Exclusion:

1. Geotechnical investigation and report needed for bridge design
2. Hydrology and Scour Analyses
3. MSHCP Technical Studies

EXHIBIT "B"

SPECIAL CALTRANS REQUIREMENTS

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, age, sex, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, national origin, age, sex, or disability.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 1. withholding payments to the contractor under the contract until the contractor complies; and/or
 2. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Quality Control:

CONSULTANT shall implement and maintain the following quality control procedures during the preparation of the plans and documents relating to PROJECT. CONSULTANT shall have a quality control plan in effect during the entire time services are being performed under this contract. The plan shall establish a process whereby calculations are independently checked, plans checked, corrected and back-checked, and all job related correspondence and memoranda routed and received by affected persons and then bound in appropriate job files. Where several drawings show different work in the same area, means shall be provided to avoid conflicts and misalignment in both new and existing improvements. Evidence that the quality control plan is functional may be requested by the CITY PROJECT MANAGER. All plans, calculations documents and other items submitted to the CITY PROJECT MANAGER for review shall be marked clearly as being fully checked and that the preparation of the material followed the quality control plan established for the work.

Record Retention / Audits per Government Code Section 8546.7:

For the purpose of determining compliance with Gov. Code § 8546.7, the CONSULTANT, Subconsultants, and City shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the AGREEMENT including, but not limited to, the costs of administering the AGREEMENT. All parties, including the CONSULTANT's Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the AGREEMENT period and for three (3) years from the date of final payment under the AGREEMENT. LOCAL AGENCY, Caltrans Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the CONSULTANT, Subconsultants, and the CONSULTANT's Independent CPA, that are pertinent to the AGREEMENT for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.

CONSULTANT's and subconsultants' contracts, including cost proposals and indirect cost rates (ICR), are subject to audits or reviews such as, but not limited to, a Contract Audit, an Incurred Cost Audit, an ICR Audit, or a certified public accountant (CPA) ICR Audit Workpaper Review. If selected for audit or review, the contract, cost proposal and ICR and related workpapers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR Audit Workpaper Review, it is CONSULTANT's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's workpapers. The contract, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by CITY contract manager to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the contract by this reference if directed by CITY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the

Exhibit "B"

Page 3

Federal, State, or local governments have access to CPA workpapers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

CONSULTANT, Subcontractors, and CITY shall maintain all books, documents, papers, Accounting records, and other evidence pertaining to the performance of the contract, but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the Contract Services Agreement contract or three years from project closeout, whichever is later.

CITY, Caltrans, and the State Auditor General shall have access to any books, records, and documents of CONSULTANT that are pertinent to the contract for audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

Audit Review Procedures

- A. Any dispute concerning a question of fact arising under an interim or post audit of this AGREEMENT that is not disposed of by AGREEMENT, shall be reviewed by LOCAL AGENCY'S Chief Financial Officer.
- B. Not later than thirty (30) calendar days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this AGREEMENT.
- D. CONSULTANT and subconsultant AGREEMENTs, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an AGREEMENT audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the AGREEMENT, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, LOCAL AGENCY, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The AGREEMENT, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY Contract Administrator to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the AGREEMENT by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, LOCAL AGENCY or local governments have access to CPA work papers, will be considered a breach of AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.
- E. CONSULTANT's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole

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discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the LOCAL AGENCY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

1. During IOAI's review of the ICR audit work papers created by the CONSULTANT's independent CPA, IOAI will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, LOCAL AGENCY will reimburse the CONSULTANT at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR (e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines) is received and approved by IOAI.

Accepted rates will be as follows:

- a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.
 - b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.
 - c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.
2. If IOAI is unable to issue a cognizant letter per paragraph E.1. above, IOAI may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review the CONSULTANT's and/or the independent CPA's revisions.
 3. If the CONSULTANT fails to comply with the provisions of this paragraph E, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this AGREEMENT.
 4. CONSULTANT may submit to LOCAL AGENCY final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this AGREEMENT has been completed to the satisfaction of LOCAL AGENCY; and, (3) IOAI has issued its final ICR

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review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO LOCAL AGENCY no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this AGREEMENT and all other agreements executed between LOCAL AGENCY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

ARTICLE X SUBCONTRACTING

- A. Nothing contained in this AGREEMENT or otherwise, shall create any contractual relation between the LOCAL AGENCY and any Subconsultants, and no subagreement shall relieve the CONSULTANT of its responsibilities and obligations hereunder. The CONSULTANT agrees to be as fully responsible to the LOCAL AGENCY for the acts and omissions of its Subconsultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONSULTANT. The CONSULTANT's obligation to pay its Subconsultants is an independent obligation from the LOCAL AGENCY's obligation to make payments to the CONSULTANT.
- B. The CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the LOCAL AGENCY Contract Administrator, except that which is expressly identified in the CONSULTANT's approved Cost Proposal.
- C. Any subagreement entered into as a result of this AGREEMENT, shall contain all the provisions stipulated in this entire AGREEMENT to be applicable to Subconsultants unless otherwise noted.
- D. CONSULTANT shall pay its Subconsultants within Fifteen (15) calendar days from receipt of each payment made to the CONSULTANT by the LOCAL AGENCY.
- E. Any substitution of Subconsultants must be approved in writing by the LOCAL AGENCY Contract Administrator in advance of assigning work to a substitute Subconsultant.
- F. Prompt Progress Payment

CONSULTANT or subconsultant shall pay to any subconsultant, not later than fifteen (15) days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed CONSULTANT on account of the work performed by the subconsultants, to the extent of each subconsultant's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from CONSULTANT or subconsultant to a subconsultant, CONSULTANT or subconsultant may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subconsultant, of 2 percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subconsultants.

G. Prompt Payment of Withheld Funds to Subconsultants

The LOCAL AGENCY may hold retainage from CONSULTANT and shall make prompt and regular incremental acceptances of portions, as determined by the LOCAL AGENCY, of the contract work, and pay retainage to CONSULTANT based on these acceptances. The LOCAL AGENCY shall designate one of the methods below in the contract to ensure prompt and full payment of any retainage kept by CONSULTANT or subconsultant to a subconsultant – Method 1.

Method 1: No retainage will be held by the LOCAL AGENCY from progress payments due to CONSULTANT. CONSULTANTS and subconsultants are prohibited from holding retainage from subconsultants. Any delay or postponement of payment may take place only for good cause and with the LOCAL AGENCY's prior written approval. Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions, and other remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subconsultant performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants

ARTICLE XI EQUIPMENT PURCHASE AND OTHER CAPITAL EXPENDITURES (if applicable)

- A. Prior authorization in writing by LOCAL AGENCY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding five thousand dollars (\$5,000) for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service, or consulting work not covered in CONSULTANT's approved Cost Proposal and exceeding five thousand dollars (\$5,000), with prior authorization by LOCAL AGENCY's Contract Administrator, three competitive quotations must be submitted with the request, or the absence of proposal must be adequately justified.
- C. Any equipment purchased with funds provided under the terms of this AGREEMENT is subject to the following:
1. CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of five thousand dollars (\$5,000) or more. If the purchased equipment needs replacement and is sold or traded in, LOCAL AGENCY shall receive a proper refund or credit at the conclusion of the AGREEMENT, or if the AGREEMENT is terminated, CONSULTANT may either keep the equipment and credit LOCAL AGENCY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established LOCAL AGENCY procedures; and credit LOCAL AGENCY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by

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LOCAL AGENCY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY.

2. Regulation 2 CFR Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than five thousand dollars (\$5,000) is credited to the project.

ARTICLE XII STATE PREVAILING WAGE RATES

- A. No CONSULTANT or Subconsultant may be awarded an AGREEMENT containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of this AGREEMENT, including any subsequent amendments.
- B. The CONSULTANT shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this AGREEMENT are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer (<https://dot.ca.gov/programs/construction/labor-compliance>). These wage rates are made a specific part of this AGREEMENT by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at LOCAL AGENCY construction sites, at LOCAL AGENCY facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve LOCAL AGENCY projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.
- C. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations website at <http://www.dir.ca.gov>.
- D. Payroll Records
 1. Each CONSULTANT and Subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the CONSULTANT or Subconsultant in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
 - a. The information contained in the payroll record is true and correct.
 - b. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.
 2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONSULTANT under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by LOCAL AGENCY representatives at all reasonable hours at the principal office of the CONSULTANT. The CONSULTANT shall provide copies of certified payrolls or permit inspection of its records as follows:

- a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.
 - b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the CONSULTANT.
 - c. The public shall not be given access to certified payroll records by the CONSULTANT. The CONSULTANT is required to forward any requests for certified payrolls to the LOCAL AGENCY Contract Administrator by both email and regular mail on the business day following receipt of the request.
3. Each CONSULTANT shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.
 4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by LOCAL AGENCY shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the CONSULTANT or Subconsultant performing the work shall not be marked or obliterated.
 5. The CONSULTANT shall inform LOCAL AGENCY of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.
 6. The CONSULTANT or Subconsultant shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the CONSULTANT or Subconsultant fails to comply within the ten (10) day period, he or she shall, as a penalty to LOCAL AGENCY, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by LOCAL AGENCY from payments then due. CONSULTANT is not subject to a penalty assessment pursuant to this section due to the failure of a Subconsultant to comply with this section.
- E. When prevailing wage rates apply, the CONSULTANT is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the LOCAL AGENCY Contract Administrator.
- F. Penalty
1. The CONSULTANT and any of its Subconsultants shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the CONSULTANT and any Subconsultant shall forfeit to the LOCAL AGENCY a penalty of not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any

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public work done under the AGREEMENT by the CONSULTANT or by its Subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.

2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the CONSULTANT or Subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the CONSULTANT or Subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the CONSULTANT or Subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the CONSULTANT or Subconsultant had knowledge of the obligations under the Labor Code. The CONSULTANT is responsible for paying the appropriate rate, including any escalations that take place during the term of the AGREEMENT.
3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the CONSULTANT or Subconsultant.
4. If a worker employed by a Subconsultant on a public works project is not paid the general prevailing per diem wages by the Subconsultant, the prime CONSULTANT of the project is not liable for the penalties described above unless the prime CONSULTANT had knowledge of that failure of the Subconsultant to pay the specified prevailing rate of wages to those workers or unless the prime CONSULTANT fails to comply with all of the following requirements:
 - a. The AGREEMENT executed between the CONSULTANT and the Subconsultant for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.
 - b. The CONSULTANT shall monitor the payment of the specified general prevailing rate of per diem wages by the Subconsultant to the employees by periodic review of the certified payroll records of the Subconsultant.
 - c. Upon becoming aware of the Subconsultant's failure to pay the specified prevailing rate of wages to the Subconsultant's workers, the CONSULTANT shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subconsultant for work performed on the public works project.
 - d. Prior to making final payment to the Subconsultant for work performed on the public works project, the CONSULTANT shall obtain an affidavit signed under penalty of perjury from the Subconsultant that the Subconsultant had paid the specified general prevailing rate of per diem wages to the Subconsultant's employees on the public works project and any amounts due pursuant to Labor Code §1813.
5. Pursuant to Labor Code §1775, LOCAL AGENCY shall notify the CONSULTANT on a public works project within fifteen (15) calendar days of receipt of a complaint that a Subconsultant has failed to pay workers the general prevailing rate of per diem wages.

6. If LOCAL AGENCY determines that employees of a Subconsultant were not paid the general prevailing rate of per diem wages and if LOCAL AGENCY did not retain sufficient

money under the AGREEMENT to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the CONSULTANT shall withhold an amount of moneys due the Subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by LOCAL AGENCY.

G. Hours of Labor

Eight (8) hours labor constitutes a legal day's work. The CONSULTANT shall forfeit, as a penalty to the LOCAL AGENCY, twenty-five dollars (\$25) for each worker employed in the execution of the AGREEMENT by the CONSULTANT or any of its Subconsultants for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular §§1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in §1815.

H. Employment of Apprentices

1. Where either the prime AGREEMENT or the subagreement exceeds thirty thousand dollars (\$30,000), the CONSULTANT and any subconsultants under him or her shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.
2. CONSULTANTs and subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, CONSULTANT and subconsultants are advised to contact the DIR Division of Apprenticeship Standards website at <https://www.dir.ca.gov/das/>, for additional information regarding the employment of apprentices and for the specific journey-to- apprentice ratios for the AGREEMENT work. The CONSULTANT is responsible for all subconsultants' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

ARTICLE XIII CONFLICT OF INTEREST

- A. During the term of this AGREEMENT, the CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project. The CONSULTANT shall also list current clients who may have a financial interest in the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project which will follow.
- B. CONSULTANT certifies that it has disclosed to LOCAL AGENCY any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this AGREEMENT. CONSULTANT agrees to advise LOCAL AGENCY of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this AGREEMENT. CONSULTANT further agrees to complete any statements of economic interest if required by either LOCAL AGENCY ordinance or State law.

C. The CONSULTANT hereby certifies that it does not now have nor shall it acquire any financial or business interest that would conflict with the performance of services under this AGREEMENT.

A. The CONSULTANT hereby certifies that the CONSULTANT or subconsultant and any firm affiliated with the CONSULTANT or subconsultant that bids on any construction contract or on any Agreement to provide construction inspection for any construction project resulting from this AGREEMENT, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons.

An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

Article XIV Rebates, Kickbacks, or Other Unlawful Consideration

CONSULTANT warrants that this contract was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any CITY employee. For breach or violation of this warranty, CITY shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

ARTICLE XV Prohibition of Expending Local Agency, State, or Federal Funds for Lobbying

CONSULTANT certifies to the best of his or her knowledge and belief that:

No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of CONSULTANT to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering this CONSULTANT Services Agreement transaction imposed by Section 1352, Title

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31, US. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed

\$100,000, and that all such sub recipients shall certify and disclose accordingly.

ARTICLE XVI NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE

- A. The CONSULTANT's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR § 8103.
- A. During the performance of this AGREEMENT, CONSULTANT and its subconsultants shall not deny the AGREEMENT's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- B. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by LOCAL AGENCY to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.
- C. CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing and the LOCAL AGENCY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or LOCAL AGENCY shall require to ascertain compliance with this clause.
- D. CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- E. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this AGREEMENT.
- F. The CONSULTANT, with regard to the work performed under this AGREEMENT, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color,

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national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

- G. The CONSULTANT shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR Part 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of Subconsultants.

CONSULTANT, subrecipient or subconsultant will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the LOCAL AGENCY components of the DBE Program Plan, CONSULTANT, subrecipient or subconsultant will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

ADDITIONAL STATE REQUIREMENTS PER ATP GRANT FUNDING.

CHANGE IN TERMS

- A. This AGREEMENT may be amended or modified only by mutual written agreement of the parties.
- B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by LOCAL AGENCY's Contract Administrator.
- C. There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this AGREEMENT without prior written approval by LOCAL AGENCY's Contract Administrator.

CONTINGENT FEE. CONSULTANT warrants, by execution of this AGREEMENT that no person or selling agency has been employed, or retained, to solicit or secure this AGREEMENT upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, LOCAL AGENCY has the right to annul this AGREEMENT without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the AGREEMENT price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

DISPUTES. Prior to either party commencing any legal action under this AGREEMENT, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after forty-five (45) days of good-faith negotiations and as may be otherwise provided herein, then either party may commence legal action against the other.

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A. Any dispute, other than audit, concerning a question of fact arising under this noy disposed of by agreement shall be decided by a committee consisting of City's Contract Officer and Consultant's Representative, who may consider written or verbal information submitted by Consultant.

B. Not later than thirty (30) calendar days after completion of all deliverables necessary to complete the plans, specifications and estimate, CONSULTANT may request review by LOCAL AGENCY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this AGREEMENT. not disposed of by agreement shall be decided by a committee consisting of LOCAL AGENCY's

Ownership of Data

Ownership and title to all reports, documents, plans, specifications, and estimates produced as part of this contract will automatically be vested in CITY and no further agreement will be necessary to transfer ownership to CITY

Confidentiality of Data

1. All financial, statistical, personal, technical or other data and information which is designated confidential by CITY or AGENCIES and made available to CONSULTANT in order to carry out this contract, shall be protected by CONSULTANT from unauthorized use and disclosure.

2. Permission to disclose information on one occasion for a public hearing held by CITY or AGENCIES relating to the contract shall not authorize CONSULTANT to further disclose such information or disseminate the same on any other occasion.

3. CONSULTANT shall not comment publicly to the press or any other media regarding the contract, including CITY or Agencies actions regarding this contract. Communication shall be limited to CITY, Agency or CONSULTANT's staff that are involved with the project, unless CONSULTANT shall be requested by CITY to attend a public hearing or respond to questions from a Legislative committee.

4. Each subcontract shall contain provisions similar to the foregoing related to the confidentiality of data and nondisclosure of the same.

5. CONSULTANT shall not issue any news release or public relations item of any nature whatsoever regarding work performed or to be performed under this contract without prior review of the contents thereof by CITY and receipt of CITY's written permission.

Funding Requirements

1. All obligations of CITY are subject to appropriation of resources by various Federal, State and local agencies

2. This contract is valid and enforceable only if sufficient funds are made available to CITY for the purpose of this PROJECT. In addition, this contract is subject to any additional restrictions, limitations, conditions or any statute enacted by Congress, State Legislature or CITY that may affect the provisions, terms or funding of this contract in any manner.

3. It is mutually agreed that if sufficient funds for the program are not appropriated, this contract will be amended or terminated to reflect any reduction in funds.

Reporting Progress

1. As part of the monthly invoice CONSULTANT shall submit a progress report in accordance with CITY CONSULTANT Services Progress Reporting Guidelines. Progress Reports shall indicate the progress achieved during the previous month in relation to the Schedule of Services. Submission of such progress report by CONSULTANT shall be a condition precedent to receipt of payment from CITY for each monthly invoice submitted.

COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

- A. The CONSULTANT agrees that 48 CFR Part 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.
- B. The CONSULTANT also agrees to comply with Federal procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- C. Any costs for which payment has been made to the CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR Part 31 or 2 CFR Part 200 are subject to repayment by the CONSULTANT to LOCAL AGENCY.
- D. When a CONSULTANT or Subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

EXHIBIT "C"
SCHEDULE OF COMPENSATION

[Insert or Attach]

**City of Perris
Exhibit 10-H1 Cost Proposal**

Consultant: Albert A. Webb Associates
 Project Name: Perris Valley Storm Drain Channel Trail, Phase 2
 PFN: ATPSBIL-5198(019)
 City Project No. P-040/P8-1293

Date: 01/14/2021

DIRECT LABOR

Classification/Title	Name	Hours	Actually Hourly Rate	Total
Principal II/ Sr. Vice President	Dilesh Sheth	98	\$ 109.50	\$ 10,731.00
Principal I	Joseph Caldwell	24	\$ 77.30	\$ 1,855.20
Principal I	Michael Johnson	8	\$ 70.30	\$ 562.40
Senior I	Eugene Abrego	232	\$ 57.00	\$ 13,224.00
Senior I	Nkk Lowe	24	\$ 52.00	\$ 1,248.00
Associate I	Jose Carrillo	348	\$ 40.40	\$ 14,059.20
Senior I	Eric Lewis	16	\$ 85.00	\$ 1,360.00
Associate II	Andres Lopez	40	\$ 40.60	\$ 1,600.00
Associate I	Ingrid Mar	180	\$ 47.30	\$ 8,514.00
Assistant III	Rafael Reyes	60	\$ 31.00	\$ 1,860.00
Assistant IV	Guillermo Gonzalez	100	\$ 39.50	\$ 3,950.00
Project Coordinator	Deborah Saulina	98	\$ 31.50	\$ 3,087.00
Principal III Vice President	Stephanie Stenderfer	12	\$ 91.40	\$ 1,096.80
Senior I	Ethan Laws	6	\$ 54.30	\$ 325.20
Survey Party/2 Person		16	\$ 85.00	\$ 1,360.00

* Key Personnel, ** Employees subject to prevailing wages

LABOR COSTS

a) Subtotal Direct Labor Costs	\$ 64,832.80	
b) Anticipated Salary Increases (see Page 2 for calculation)	\$ -	0.000%
a) TOTAL DIRECT LABOR COSTS ((a)+(b))	\$ 64,832.80	

INDIRECT COSTS

d) Fringe Benefits (Rate: 61.65%)	\$ 39,948.86	e) Total Fringe Benefits ((c) x (d))	\$ 40,099.09
f) Overhead (Rate: 116.99%)	\$ 75,847.89	g) Overhead ((c) x (f))	\$ 75,847.89
h) General and Administrative (Rate:)		i) Geo & Admin ((c) x (h))	\$ -
Total OH Rate: 178.64%		j) TOTAL INDIRECT COSTS ((e) + (g) + (i))	\$ 115,946.98

FIXED FEE

k) (Rate: 10%)	\$ 6,483.28	l) TOTAL FIXED FEE ((e) + (j)) x (k)	\$ 18,077.98
----------------	-------------	---	---------------------

OTHER DIRECT COSTS (ODC)

(ODC is actual cost to be reimbursed with supporting documentation.) (See Page 3 for itemized estimate work sheet)

m) Travel Mileage	\$ -	n) TOTAL OTHER DIRECT COSTS ((m) + (n) + (o) + (p) + (q))	\$ -
n) Printing	\$ -		
o) Transportation	\$ -		
p) Conference Calls	\$ -		
q) Title Report	\$ -		
Permit Fees	\$ -		

SUBCONSULTANTS' COSTS

Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant)

Geocon	\$ 25,930.36
GLA	\$ 3,450.00
CNS	\$ 28,390.33

o) TOTAL SUBCONSULTANTS' COSTS \$ 57,770.71

TOTAL COST ((c) + (j) + (k) + (l) + (n))

\$ 256,628.47

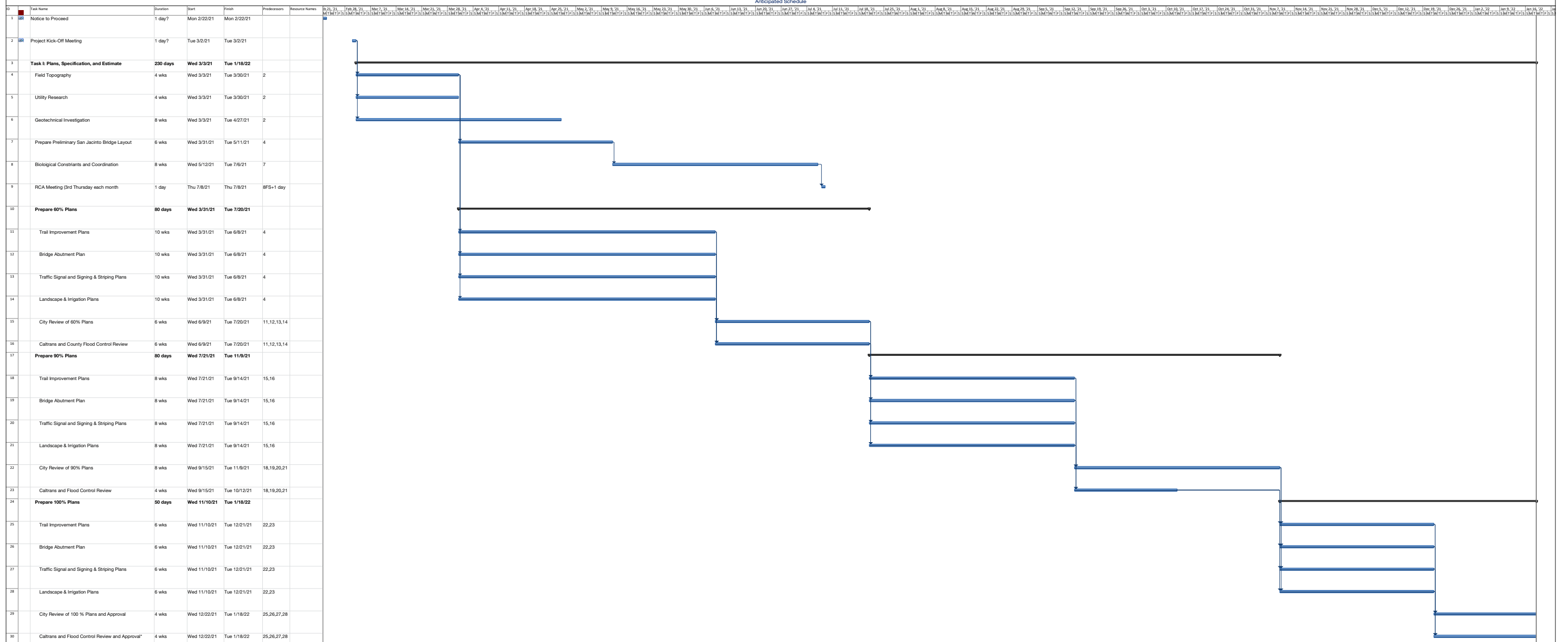
EXHIBIT "D"

SCHEDULE OF PERFORMANCE

Attached

Also on file in the City Clerk's Office

Perris Valley Storm Drain Channel Tr. Phase 2





10.D.

CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

MEETING DATE: September 13, 2022

SUBJECT: Consideration to Award Contract to Deark E&C Inc. for the construction services of the Perris Green City Farm and Community Park Access Enhancement Project.

REQUESTED ACTION: That the City Council 1) Adopt the Plans and Specifications for the Project; 2) Award Contract to Deark E&C Inc., Contractor, for a Total Contract Amount of \$674,140 for the Construction of the Perris Green City Farm and Foss Field Park Access Enhancement Project; 3) Authorize 20% of the Bid Amount for Construction Contingency; 4) Authorize Budget Allocation of \$225,000 from the American Rescue Plan Act Funding; and 5) Authorize the City Manager to Execute Project-related Documents, approved as to form by the City Attorney

CONTACT: Sabrina Chavez, Director of Community Services *SC*

BACKGROUND/DISCUSSION:

In May 2021, the California Natural Resource Agency ("CNRA") Urban Greening Program awarded the City of Perris \$455,000 to fund the expansion of the Perris Green City Farm and enhance community park access to neighboring green space, Foss Field Park. The Urban Greening Program supports projects that support the development of green infrastructure projects that reduce greenhouse gas (GHG) emissions while providing multiple benefits to disadvantaged communities, inclusive of maximizing environmental and public health benefits. The Perris Green City Farm and Community Park Access Enhancement Project ("Project") aims to cultivate a culture that supports green and open spaces through transformative sustainable systems to provide a healthy equitable built environment to the Perris Community.

The Project will improve connectivity to both green spaces by developing a multipurpose trail utilizing existing pathways that will support bicycle and pedestrian paths for increased accessibility, connectivity, and usability. The Project will include new sustainable elements, trees in support of carbon sequestration; and the garden expansion will include additional demonstration space, trees, expansion of a kids' corner, educational signs, raised planter boxes, additional garden systems including a rainwater collection system, compost system, and aquaponics system, green trellises, a greenhouse, solar trail lighting, outdoor workstations, an outdoor kitchen and an outdoor amphitheater to support workforce development, nutrition educational programs, and horticultural workshops. There were Project amenities that were not eligible for grant funding, and on July 21, 2021, staff presented the additional Project amenities and related costs before the Parks and Recreation Committee ("Committee"). The Committee recommended to proceed with the

additional Project amenities and on August 26, 2021, City Council allocated the Project an additional \$225,000 through the American Rescue Plan Act funding.

The Project was published on Active Bidder on July 14, 2022, a pre-bid meeting was held on July 26, 2022, and the project closed on August 12, 2022. A total of two bids were received, the first bid was received from Deark E&C Inc., with a bid amount of \$674,140; and the second bid was received from C.S. Legacy Construction Inc., with a bid amount of \$1,113,782. Active Bidder published the lowest bid submitted by Deark E&C Inc., with a bid amount of \$674,140. At the time of bid openings, the bid amounts received exceeded the project estimate and due to inflation of construction materials, staff is requesting an additional \$225,000 from available American Rescue Plan Act funding to support project costs that include construction and increase costs of materials (\$90,172) and construction contingency (\$134,828), which is 20% of the total bid amount. The project cost estimate is \$770,172, of which \$455,000 will be reimbursed by the Urban Greening Grant.

Staff recommends that the City Council award a contract to Deark E&C Inc., Contractor, for a total bid amount of \$674,140 for the Perris Green City Farm and Foss Field Park Access Enhancement Project.

BUDGET (or FISCAL) IMPACT:

Costs associated with the Contract Award for construction services will require an additional \$225,000 from available American Rescue Plan Act funding to the Perris Green City Farm and Community Park Access Enhancement Project (CIP #P054).

Prepared by: Crystal Lopez, Public Health Supervisor *ll*

REVIEWED BY:

City Attorney _____
Assistant City Manager _____
Deputy City Manager *ER*

Attachments:

- 1: Project Site Location
- 2: Project Plans
- 3: Contract Services Agreement
- 4: Active Bidder Summary Sheet
- 5: Due to size, Bid Documents are available on file at the City Clerk's Office or at this link: <https://www.cityofperris.org/government/city-council/council-meetings>
- 6: Due to size, the Bid Project Manual and Specifications are available on file at the City Clerk's Office or at this link: <https://www.cityofperris.org/government/city-council/council-meetings>

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



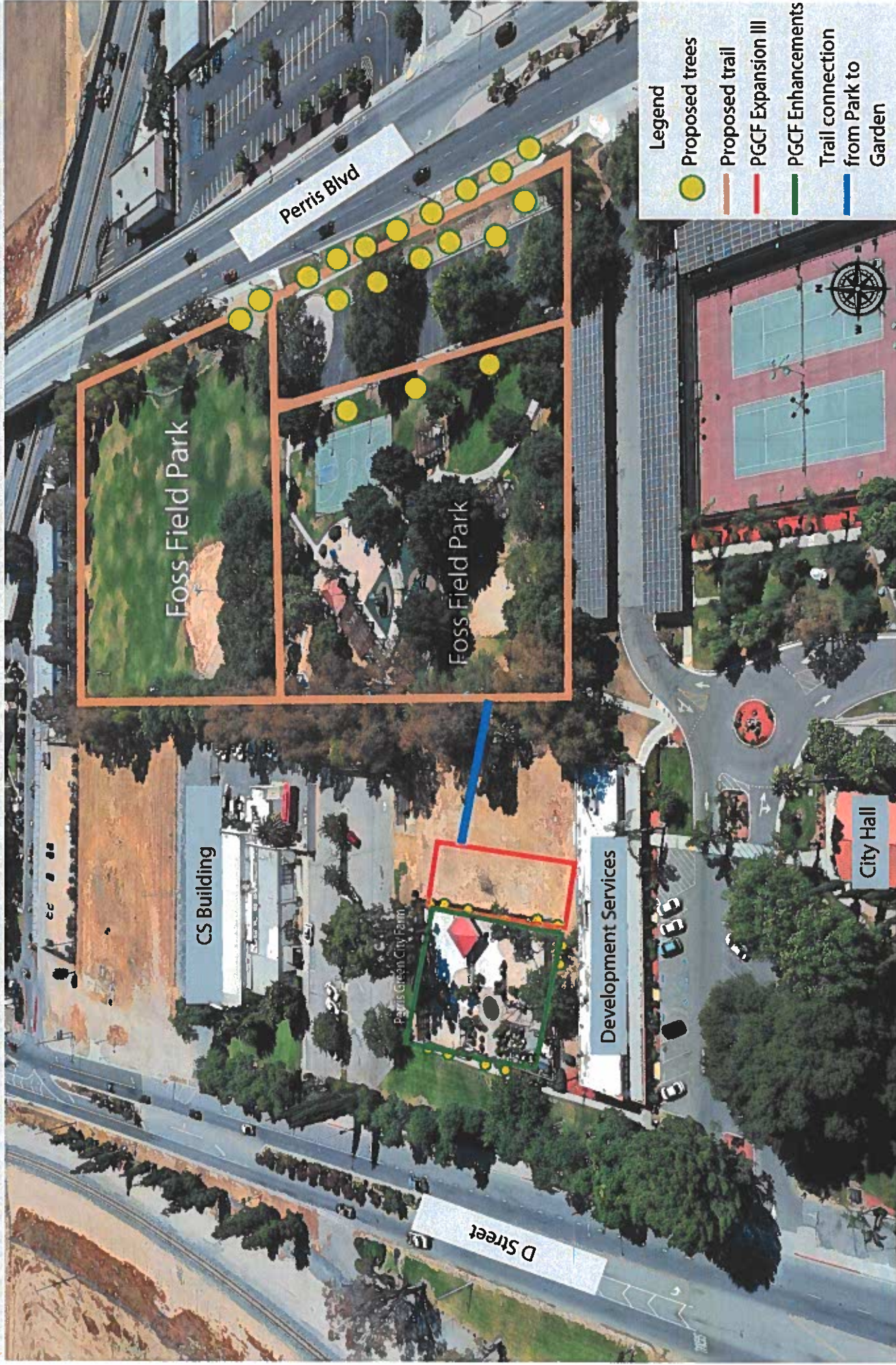
CITY OF PERRIS

COMMUNITY SERVICES

ATTACHMENT 1: Project Site Location



Perris Green City Farm and Community Park Access Enhancement Project Site Location





CITY OF PERRIS
COMMUNITY SERVICES

ATTACHMENT 2: Project Plans

PERRIS GREEN CITY FARM & FOSS FIELD PARK ACCESS ENHANCEMENT

FOR:
CITY OF PERRIS
101 NORTH D STREET
PERRIS, CA 92570

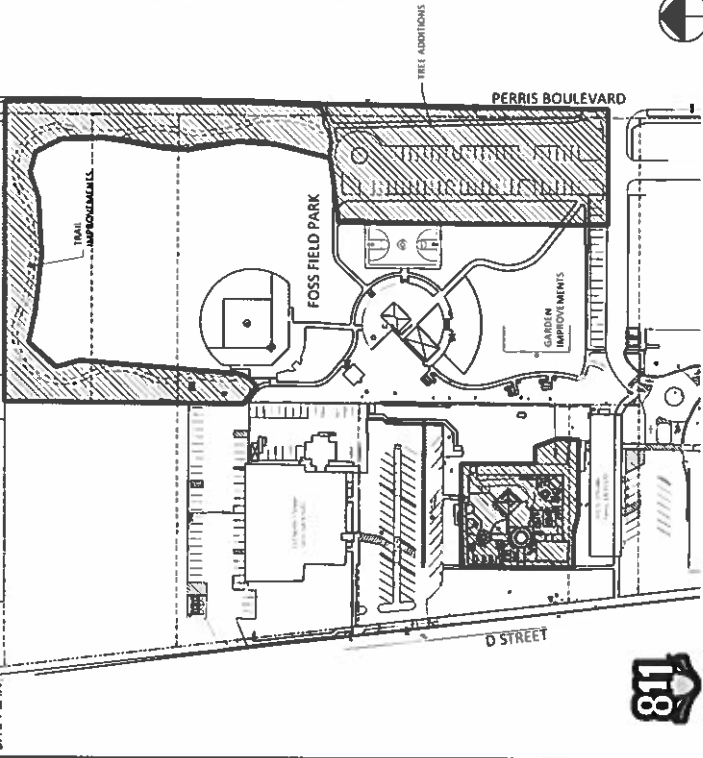
- SEPARATE PERMIT ITEMS: THE FOLLOWING ITEMS ARE SEPARATE SUBMITTALS AND NOT A PART OF THIS PERMIT
- AMPHI-HEATER SHADE STRUCTURE
 - GREENHOUSE
 - AQUIAPONICS
 - KITCHEN ENCLOSURE
 - CMU WALLS
 - GREEN TRELLIS

VICINITY MAP:



SCOPED TO SHOW EXPANSION OF EXISTING COMMUNITY GARDEN INCLUDING NEW EDUCATIONAL EXHIBITS, SIGNS, KIOSKS, & 574 TDS. NEW GRIE INHOUSE (DETACHED) SUBMITTAL, NEW AQUIAPONICS SYSTEM (DETACHED) SUBMITTAL, NEW AMPHI-HEATER WITH SHADE STRUCTURE (DETACHED) SUBMITTAL, NEW SOLAR LIGHTING, NEW 5' AMBLED UNCOMPOUND CHANNEL WALKING TRAIL AROUND PARK PERIMETER WITH SOLAR HOLLAND LIGHTING, ADDITION OF 40 TREES

SITE PLAN:



811
Know what's below.
Call before you dig.

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Perris, CA 92506
Phone: (951) 369-0700
Fax: (951) 369-4839
www.cwdfirm.com

LANDSCAPE ARCHITECTURE

Contact: Jay Kite

CONSULTANTS:

ELECTRICAL ENGINEER
AND ARCHITECT
12264 BIRLEY COURT
MARKON, CALIFORNIA, CA 91739
PHONE: (909) 809-1888
CONTACT: JOE RODRIGUEZ, P.E.

SHEET INDEX:

T-1	TITLE SHEET
S-1	SITE PLAN
LD-1, LD-2	DEMOLITION PLAN
LU-1	UTILITY PLAN
LG-1	FARM GRADING PLAN
LC-1, LC-2	CONSTRUCTION PLAN
LC-3	FARM CONSTRUCTION PLAN
LC-4, LC-9	CONSTRUCTION DETAILS
LL-1, LL-3	LANDSCAPE PLAN
LL-4	LANDSCAPE DETAILS
EO-1	ELECTRICAL NOTES
EO-2	SINGLE LINE DIAGRAM AND PANEL SCHEDULE
EI-1	ELECTRICAL PLAN

GREENHOUSE DATA

BUILDING TYPE	TYPE III, 1 STORY
OCCUPANCY	GROUP U - UTILITY & MISCELLANEOUS
BUILDING AREA	285 SF

TOTAL GARDEN IMPROVEMENT WORK AREA - 7,420 S.F.
TOTAL PROJECT AREA - 67,325 S.F.

PACHE GROUP
LANDSCAPE ARCHITECTURE
1449 Brock Lane, Perris
Perris, CA 92570 | www.pachegroup.com



**PERRIS GREEN CITY
FARM & COMMUNITY PARK
ACCESS ENHANCEMENT**
FOSS FIELD PARK
138 N. PERRIS BOULEVARD
PERRIS, CA 92570

JOB NUMBER: 211050
DRAWN BY: PCK
CHECKED BY: DB
DATE: 8/2/22

REVISIONS

TITLE SHEET

SCALE: AS SHOWN

T-1

SHEET 1 of 22



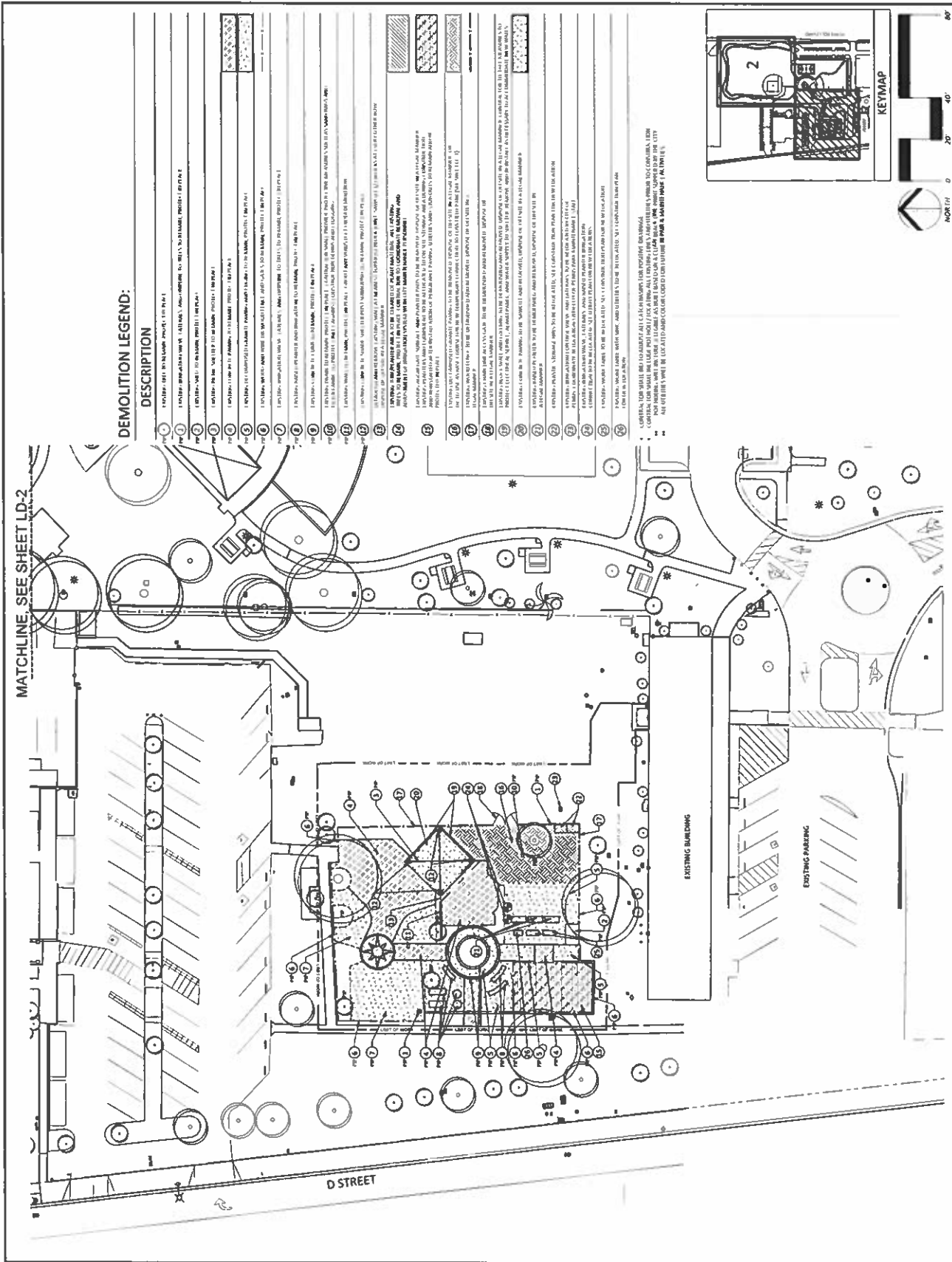
**FARM & COMMUNITY PARK
ACCESS ENHANCEMENT**
FOSS FIELD PARK
138 N. PERRIS BOULEVARD
PERRIS, CA 92570

JOB NUMBER: 211058
DRAWN BY: RCK
CHECKED BY: DB
DATE: 02/22/22

REVISIONS

DEMOLITION PLAN
SCALE: 1"=20'-0"

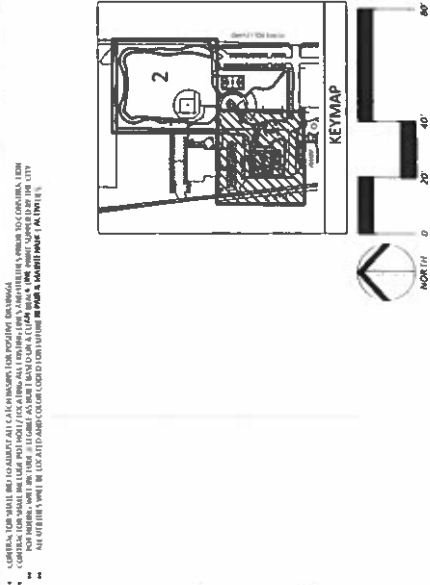
LD-1
SHEET 1 OF 22



MATCHLINE, SEE SHEET LD-2

DEMOLITION LEGEND:
DESCRIPTION

- 1 EXISTING - 10' x 10' CONCRETE PAVEMENT (SEE PLAN)
- 2 EXISTING - 10' x 10' CONCRETE PAVEMENT (SEE PLAN)
- 3 EXISTING - 10' x 10' CONCRETE PAVEMENT (SEE PLAN)
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- 33 EXISTING - 10' x 10' CONCRETE PAVEMENT (SEE PLAN)
- 34 EXISTING - 10' x 10' CONCRETE PAVEMENT (SEE PLAN)
- 35 EXISTING - 10' x 10' CONCRETE PAVEMENT (SEE PLAN)





**PERRIS GREEN CITY
FARM & COMMUNITY PARK
ACCESS ENHANCEMENT**

FOSS FIELD PARK
138 N. PERRIS BOULEVARD
PERRIS, CA 92570

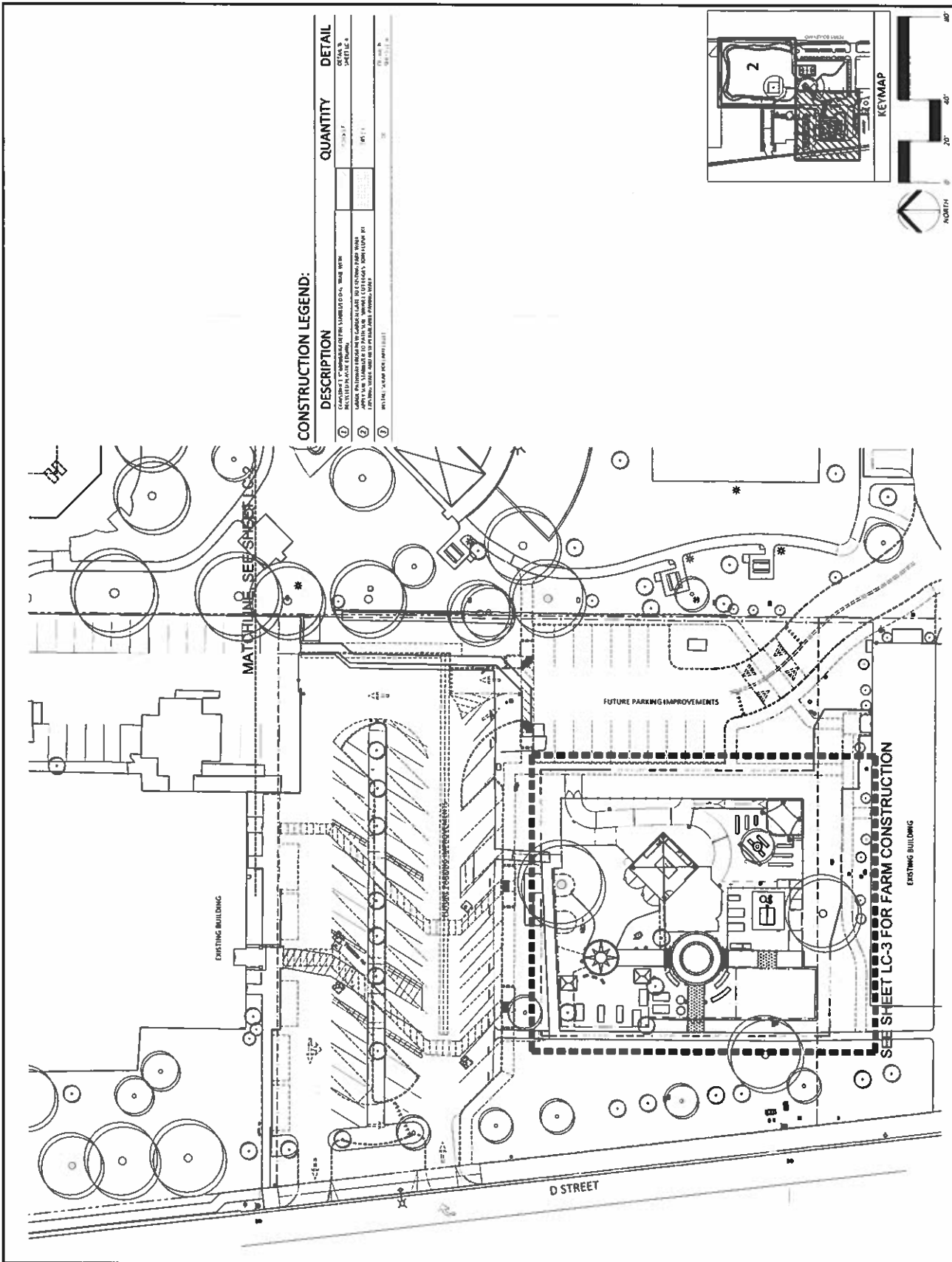
JOB NUMBER: 211096
 DRAWN BY: LM
 CHECKED BY: DB
 DATE: 02/22/22

REVISIONS

**CONSTRUCTION
PLAN**

SCALE: 1"=30'-0"

LC-1
SHEET 7 OF 22



CONSTRUCTION LEGEND:

DESCRIPTION	QUANTITY	DETAIL
① EXISTING CONCRETE PAVEMENT TO BE REPAIRED WITH NEW CONCRETE. SEE DETAIL 5.1.	1,200 SF	DETAIL 5.1
② EXISTING ASPHALT PAVEMENT TO BE REPAIRED WITH NEW ASPHALT. SEE DETAIL 5.2.	1,500 SF	DETAIL 5.2
③ NEW 12" DIA. CONCRETE PAVEMENT. SEE DETAIL 5.3.	100 SF	DETAIL 5.3



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Berkeley, CA 94704
(925) 549-0000 | www.markigood.com



**PERIS GREEN CITY
FARM & COMMUNITY PARK
ACCESS ENHANCEMENT**

FOSS FIELD PARK
138 N. PERIS BOULEVARD
PERIS, CA 92570

JOB NUMBER: E11098
DRAWN BY: LM
CHECKED BY: DB
DATE: 02/22/22

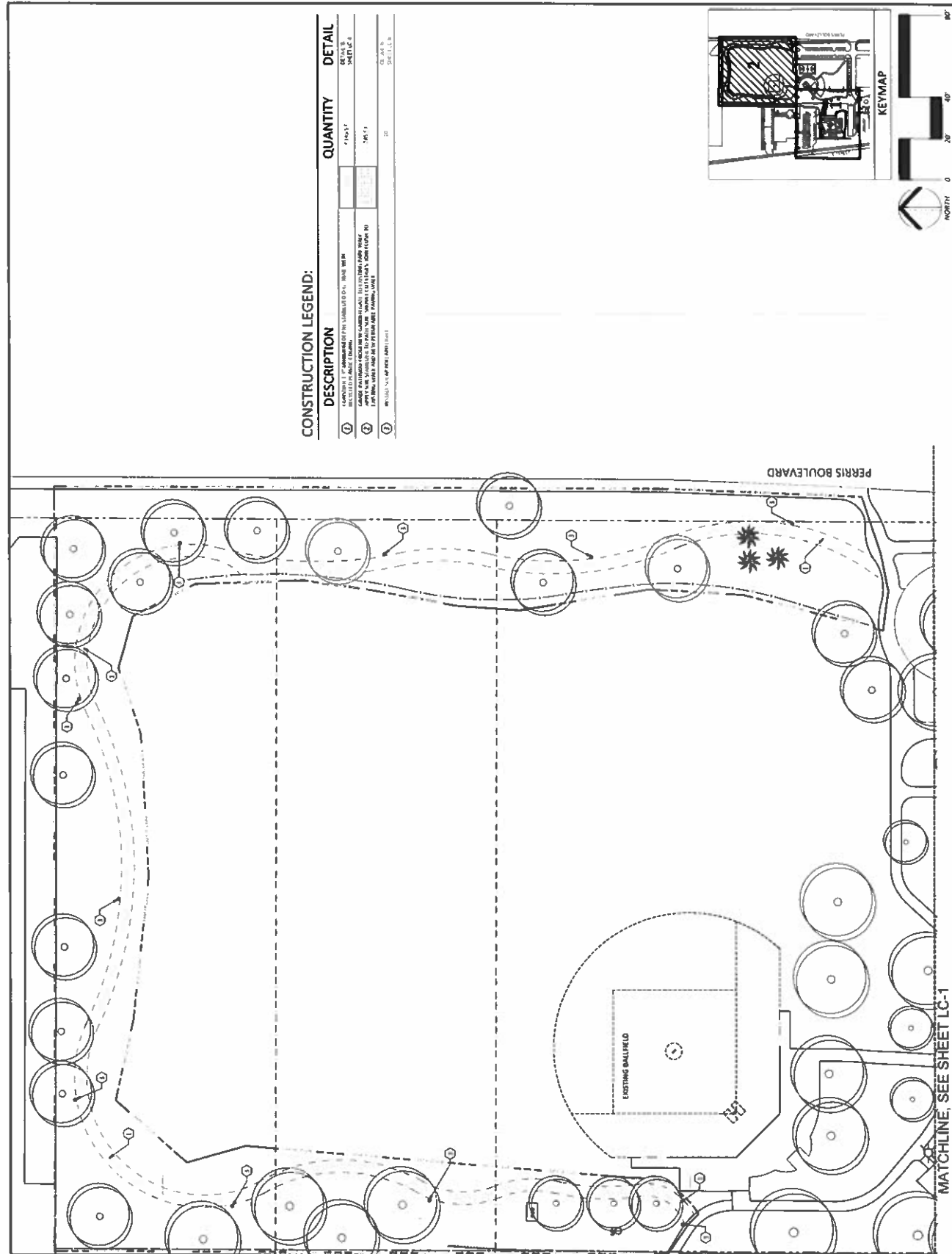
REVISIONS

NO.	DESCRIPTION	DATE

**CONSTRUCTION
PLAN**

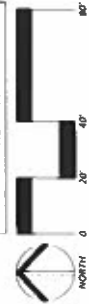
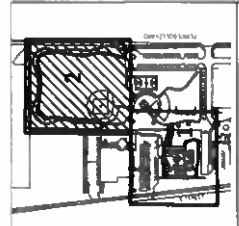
SCALE: 1" = 30'-0"

LC-2
SHEET 8 OF 22



CONSTRUCTION LEGEND:

DESCRIPTION	QUANTITY	DETAIL
① EXISTING BALL FIELD	1	SEE D-1
② REMOVE EXISTING TREES (SEE TREE LEGEND)	14	SEE D-2
③ PLANT NEW TREES (SEE TREE LEGEND)	14	SEE D-2
④ PLANT NEW SHRUBS (SEE SHRUB LEGEND)	22	SEE D-3





CITY OF PERRIS
COMMUNITY SERVICES

ATTACHMENT 3:
Contract Services
Agreement

CITY OF PERRIS

CONTRACT FOR **Perris Green City Farm Expansion and Foss Field Park Access Project**

THIS CONTRACT (herein "Agreement") is made and entered into this 13th day of September, 2022 by and between the CITY OF PERRIS, a municipal corporation, (herein) "City" and Deark E&C Inc (herein) "Contractor").

NOW, THEREFORE, the parties hereto agree as follows:

1.0 **SERVICE OF CONTRACTOR**

1.1 Contract.

The complete contract includes all contract documents, to wit: **Perris Green City Farm Expansion and Foss Field Access Enhancement Project** Plans and Specifications and Information for Bidders, Special Provisions, which are incorporated by this reference as though set forth in full herein; and the Federal Prevailing Wage Determinations.

1.2 Scope of Services.

In compliance with all of the terms and conditions of this Agreement, the Contractor shall furnish all tools, equipment, services, apparatus, facilities, transportation, labor, building/encroachment permits, disposal and materials necessary and reasonably incidental to create **Perris Green City Farm Expansion and Foss Field Access Enhancement Project**, and miscellaneous related improvements in Perris, California, in strict accordance with improvements plans and Specification. Contractor warrants that all work and services set forth in the Scope of Service will be performed in a competent, professional and satisfactory manner.

1.3 Incorporation of and Compliance With State, Federal and Local Law.

All applicable State of California, Federal, and local laws, statutes, rules, regulations, orders, determinations, and resolutions required to be contained in public works contracts which are not specifically referenced in the Agreement are incorporated herein by this reference. The Contractor is responsible for and has an independent duty to be familiar with all State of California, Federal, and local laws, statutes, rules, regulations, orders, determinations, and resolutions related to, pertaining to, and/or associated with the work and services to be provided under the Agreement. All work and services rendered hereunder shall be provided in accordance with all laws, statutes, rules, regulations, orders, determinations, and resolutions of the City and any Federal, State or local governmental agency of competent jurisdiction

1.4 Licenses, Permits, Fees and Assessments.

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

1.5 Additional Services

City shall have the right at any time during the performance of the work and services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Contractor, incorporating therein any adjustments 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 Contractor. City and Contractor agree to negotiate the cost for additional services based on the unit pricing proposed by the Contractor in the original Bid Schedule of Values found in Section BF, "Bid Form," of the Specification. City and Contractor agree that City may seek additional cost estimates from third party contractor's to perform additional services. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, while City seeks estimates from third party contractor's to perform additional services. Written orders shall be made on forms prescribed by the Contract Officer in accordance with Part I "Procedural Documents," Section CO of the Specification. Any increase in compensation of up to ten percent (10%) of the Contract Sum; or in the time to perform of up to one hundred twenty (120) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively must be approved by the City Council. It is expressly understood by Contractor that the provisions of this Section shall not apply to services and work specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the work and services to be provided pursuant to the Scope of Services may be more costly or time consuming than the Contractor anticipates and that the Contractor shall not be entitled to additional compensation therefore.

2.0 **COMPENSATION**

2.1 Contract Sum.

For the services rendered pursuant to this Agreement, the Contractor shall be compensated, except as provided in Section 1.5, the sum of six hundred seventy-four thousand one hundred forty and 00/100 dollars (\$674,140.00), see *Exhibit "A"*, in accordance with Section GP and Section SP, "General Provisions" and "Special Provisions," and Section BF, "Bid Form," and "Bid Schedule of Values."

2.2 Method of Payment.

Contractor shall submit to the City, and invoice for services rendered prior to the date of the invoice. In accordance with Section GP, "General Provision", Section SP, "Special Provisions"; "Schedule of Values", and upon receipt and approval of invoice by the City, City shall pay Contractor within a reasonably prompt manner consistent with City's normal procedures for payable accounts, but not to exceed thirty (30) days from date received by City, unless otherwise directed by the labor compliance officer. Progress payments shall be issued upon successful completion of items listed on the bid schedule of values, and inspection made by the City, unless otherwise directed by the project manager or labor compliance officer. A retention of five percent (5%), unless otherwise directed by the project manager shall be withheld from this payment. Upon completion of the work by the contractor, a final inspection shall be made by the City. Unless otherwise directed by the project manager or labor compliance officer, upon approval, the City shall file a Notice of Completion and a final payment will be issued (minus five (5%) percent retention). The final retention payment shall be issued following 45 days from the filing of the Notice of Completion, unless otherwise directed by the labor compliance officer. The City must pay interest at the legal rate on any Contractor payment request not paid within 30 days of its submission when the validity of the request is not disputed and the request has been properly submitted. (Public Contract Code § 20104.50)

2.3 Retention of Funds.

Contractor hereby authorized City to deduct from any amount payable to Contractor (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Contractor's acts or omission in performing or failing to perform Contractor's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Contractor, or any indebtedness shall exist which shall appear to be the basis of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Contractor to insure, indemnify, and protect City as elsewhere provided herein.

3.0 COORDINATION OF WORK

3.1 Representative of Contractor.

_____, designated as being the principal and representative of Contractor authorized to act in its behalf with respect to the work and services specified herein and make all decisions in connection therewith.

3.2 Contract Officer.

Sabrina Chavez, is hereby designated as being the representative the City authorized to act in its behalf with respect to the work and services specified herein and make all decisions in connection therewith ("Contract Officer"). The City Manager of City shall have the right to designate another Contract Officer at any time.

3.3 Prohibition Against Subcontracting or Assignment.

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

3.4 Independent Contractor.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth. Contractor shall perform all services required herein as an independent contractor of City and shall remain under only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way for any purpose become or deemed to be a partner of Contractor in its business or otherwise or a joint venture or a member of any joint enterprise of Contractor.

4.0 INSURANCE, INDEMNIFICATION AND BONDS

4.1 Insurance.

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

- (a) Commercial General Liability Insurance. A policy of commercial general liability insurance written on a per occurrence basis with a combined single limit of at least \$2,000,000 bodily injury and property damage including coverage for contractual liability, personal injury, independent contractors, broad form property damage, products and completed operations. The Commercial General Liability Policy shall name the City of Perris, California, its officers, employees and agents as additional insured in accordance with standard ISO additional insured endorsement form CG2010(1185) or equivalent language.
- (b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Contractor and the City against any loss, claim or damage arising from any injuries or occupational diseases carrying out the work or service contemplated in this Agreement.
- (c) Business Automobile Insurance. A policy of business automobile liability insurance written on a per occurrence basis with a single limit liability in the amount of \$1,000,000 bodily injury and property damage. Said policy shall include coverage for owned, non-owned, lease and hired cars.

All of the above policies of insurance shall be primary insurance. The insurer shall waive all rights of subrogation and contribution it may have against the City of Perris, its officers, employees and agents, and its insurers. In the event any of said policies of insurance are canceled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section 4.1 to the Contract Officer. No work or service under this Agreement shall commence until the Contractor has provided the City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverage and said Certificates of Insurance or binders are approved by the City.

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

In the event the Contractor subcontracts any portion of the work in compliance with Section 3.3 of this Agreement, the contract between the Contractor and such subcontractor shall required the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to this Section.

4.2 Indemnification.

- (a) To the fullest extent permitted by law, Contractor hereby agrees, at its sole cost and expense, to defend, protect, indemnify, and hold harmless the City of Perris, its officers and their representatives, consultants, employees, directors,

shareholders, successors, and assigns (individually as "Indemnities") from and against any and all damages, cost, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, attorneys, expert witnesses, consultants, or other professionals and all costs associated therewith (collectively, "Claims"), to the extent arising or claimed to arise out of, in connection with, resulting from, or related to any negligent act, error, omission or failure to act of Contractor or any of its subcontractors and their respective officers, agents, servants, employees, subcontractors, material men, suppliers or Contractor's failure to perform or negligent performance of any term, provision, covenant or condition of the Agreement or the Scope of Services, including this indemnity provision. This indemnity also applies to any Claims of any type or nature asserted on behalf of any of Contractor's subcontractors. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnities may have under the law. Payment is not required as a condition precedent to and Indemnities' right to recover under this indemnity provision. An indemnity shall have the right to select the attorneys to represent it in the event of a Claim and at Contractor's expense. Contractor shall pay Indemnities for any attorney's fees, consultant and expert witness fees and costs incurred in enforcing this indemnification provision. This indemnity is effective without reference to the existence or applicability of any insurance coverage which may have been required under the Agreement or any additional insured endorsements, which may extend to Indemnities.

- (b) Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against any Indemnities with respect to those Claims as to which such Indemnities is indemnified under Section 4.2(a) above, except for such Claims which are the result of such Indemnities' willful misconduct.
- (c) In the event the City and its officers, agents or employees are made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operations or activities of Contractor hereunder, Contractor agrees to pay to the City and its officers, agents or employees, any and all costs and expenses incurred by the City, and its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

4.3 Sufficiency of Insurer or Surety.

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

4.4 Labor and Materials Bond.

Concurrently with the execution of this Agreement, Contractor shall deliver to City a labor and materials bond in a sum not less than one hundred percent of the total amount payable by terms of the Agreement, in the form provided by the City Clerk, which secures payments to subcontractors and suppliers in the event of default by Contractor. The labor and materials bond shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. The labor and materials bond shall be unconditional and remain in force during the entire term of the Agreement and shall be null and void only if the Contractor completely and faithfully pays all subcontractors and suppliers that have been approved in writing to perform in whole or part the services required herein. If Contractor is the provider of architectural, engineering, and land surveying services pursuant to an existing contract with City for a public work, Contractor shall not be required to post or deliver a labor and materials bond.

4.5 Performance Bond.

Concurrently with execution of this Agreement, Contractor shall deliver to City a performance bond in the sum of the amount of this Agreement, in the form provided by the City Clerk, which secures the faithful performance of this Agreement, unless such requirement is waived by the Contract Officer. The bond shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. The bond shall be unconditional and remain in force during the entire term of the Agreement and shall be null and void only if the Contractor promptly and faithfully performs all terms and conditions of this Agreement.

5.0 TERM

5.1 Time for Completion and Liquidated Damages.

The work for the **Perris Green City Farm Expansion and Foss Field Access Enhancement Project**, shall commence on the 26th day of September, 2022 and shall be completed within **Seventy-five (75)** calendar days from and after said date. It is expressly agreed that, except for extensions of time duly granted in writing by the City Manager and for reasons authorized in this Agreement, time shall be of the essence, and contractor shall be held responsible for liquidated damages in a sum equal to \$500.00 (five hundred dollars) for each and every day after the permitted time if the work is not completed to the City's satisfaction.

5.2 Force Majeure.

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

5.3 Termination for Default of Contractor.

If the Contract Officer determines that the Contractor is in default due to the Contractor's failure to fulfill its obligations under this Agreement, City will give Contractor a written Notice of Default which will be served personally on the Contractor's representative or sent via U.S. First Class Mail to the Contractor at the address set forth in Section 8.1. The Contractor shall continue performing its obligations hereunder so long as the Contractor commences to cure such default within five (5) calendar days of service of such notice and completes the cure of such default within forty-five (45) calendar days after service of the notice, or such longer period as may be permitted by the City; provided that if the default is an immediate danger to the health, safety and general welfare, the City reserves the right to not notify the Contractor of the default and to take any and all action that may be necessary to cure the default.

If a Notice of Default is issued and the Contractor fails to cure the default within the time periods set forth in this Section, the City may take over the work and prosecute the same to completion by contract or otherwise. The City may use any portion or all of the Contract Sum to pay for said work. The Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages).

Contractor agrees that if the default is an immediate danger to the health, safety, and general welfare, the City may take immediate action to cure the default and the Contractor shall be liable for all costs and expenses associated with curing the default.

Compliance with the provisions of this Section shall only be a condition precedent to termination of this Agreement for cause. Such compliance shall not be a waiver of the City's right to take legal action in the event that the dispute is not cured. Further, compliance with this Section shall not be a waiver of the City's right to seek liquidated damages or other damages from the Contractor caused by the Contractor's failure to comply with any term of the Agreement.

5.4 Resolution of Contractor Construction Claims.

Public Contracts Code section 20104 et. seq. sets forth detailed procedures for resolving disputes of \$375,000 or less. In the event that a dispute, valued at \$375,000 or less, arises as a result of the work described in this Agreement, the Contractor shall notify the City in writing of its contentions by submitting a claim therefore. Contractor and City shall comply with the detailed procedures stipulated in Public Contract Code Section 20104-20104.6, for resolving claims of \$375,000 or less.

In the event of any dispute valued at more than \$375,000 arises as a result of the work described in this Agreement, the Contractor shall notify the City in writing of its contentions by submitting a detailed claim that sets forth the amount of damages, the basis and/or cause of the damages and all supporting documents which support the claim within ten (10) calendar days after the claim arose. Contractor agrees to submit any additional information or documents requested by the City so it can fully analyze the claim.

In the event of any dispute, the Contractor shall not be relieved of its obligations under this Agreement and shall continue performing its obligations hereunder unless the City agrees in writing to release the Contractor from its obligations under the Agreement. Compliance with the provisions of this Section shall be a condition precedent to any legal action.

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

6.1 Non-liability of City Officers and Employees

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

6.2 Conflict of Interest

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Contractor 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.

6.3 Federal Employee Benefit Clause

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

7.0 NON-DISCRIMINATION AND EQUAL OPPORTUNITY

7.1 Covenants Against Discrimination

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

Statement of Equal Opportunity Clause

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

8.0 MISCELLANEOUS PROVISIONS

8.1 Notice

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail addressed as follows:

City

City of Perris
101 N. "D" Street
Perris, CA 92570
ATTN: Sabrina Chavez, Director of Community Services

Contractor

8.2 Handicap Accessibility Certification.

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

8.3 Records Retention Clause Examination and Audit

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

8.4 Certified Payroll Records

Contractor shall comply with State Labor Code section 1776, and shall maintain and keep accurate certified payroll records of employees, and shall certify these records upon request by the City. Said certified payroll records shall be made available to the City, the State Division of Labor Standards Enforcement, and the State Division of Apprenticeship Standards. If the Contractor fails to comply with State Labor Code Section 1776, Contractor shall be held responsible for penalties as set forth in said section.

8.5 Prevailing Wages (please see Appendix G and Appendix I)

Pursuant to State and Federal statutes, rules, orders, resolutions, and regulations, the Contractor is required to pay the higher of the State of California or Federal prevailing wages. The Contractor is required to be fully familiar with and comply with all State of California and Federal statutes, rules, regulations, orders, resolutions, and determinations which govern the payment of wages for the work and services provided for in this Agreement.

Under the State Labor Code, Contractor shall not pay less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate per diem wages for holiday, overtime, health and welfare, pension, vacation and similar purposes to all workers employed on the work described in this Agreement. The City has obtained from the Director of the Department of Industrial Relations, State of California, the determination of general prevailing rates of per diem wages believed to be applicable to the work described in this Agreement, including employer payments for health and welfare, pension, vacation and similar purposes. Contractor shall obtain from the City Clerk said General Prevailing Wage Determination, and post it in a conspicuous place at the site of the work described in this Agreement.

8.6 Working Hours Restriction and Penalties For Non-Compliance

Contractor agrees that eight (8) hours is a legal days work for all employees hired by the Contractor, and that any worker's time of service is restricted to eight (8) hours during any calendar day, and forty (40) hours during any calendar week, unless overtime compensation is paid at not less then one and one half times the basic rate of pay. Contractor shall comply with said working hours restrictions and overtime compensation provisions, and shall pay a penalty of \$50.00 (fifty and 00/100 dollars) for each and every day a worker is employed in violation of said working hours restrictions and overtime compensation provisions.

8.7 Employment of Apprentices

Contractor shall comply with State Labor Code 1777.5, and shall maintain and keep accurate records of apprentices who are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a Sate Apprenticeship Agency; and shall certify these records upon request by the City.

8.8 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.

8.9 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, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

8.10 Severability

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases,

sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

8.11 Corporate Authority

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

[End – Signature Page Follows]

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

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

"CONTRACTOR"

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]



CITY OF PERRIS
COMMUNITY SERVICES

ATTACHMENT 4:
Active Bidder
Summary Sheet



CITY OF PERRIS
COMMUNITY SERVICES

Bid Summary

Project: The Perris Green City Farm and Foss Field Park Access Enhancement Project

Description: Active Bidder bid results closing Friday August 12, 2022.

Contractor:	Price
1) Deark E&C Inc.	\$674,140
2) C.S. Legacy Construction, Inc.	\$1,113,782

Perris Green City Farm and Foss Field Park Access Enhancement Project

Post Date: 07/14/2022 19:48 PDT

Due Date: 08/12/2022 before 10:00 PDT

Estimated Value: \$500,000

Results / 2 total

#	Name	Company	Address	Phone	Amount	Submitted	Status
1	Jeong, Peter	Deark E&C Inc		424-344-2380	\$674,140	08/12/2022 11:25:15	Apparent Low Bidder
2	Gonzales, Richard	C.S. Legacy Construction, Inc.	675 Brea Canyon Rd. STE 8 Walnut, California 91789	9095902626	\$1,113,782	08/12/2022 11:55:33	



CITY OF PERRIS
COMMUNITY SERVICES

ATTACHMENT 5:
Bid Documents

[https://www.cityofperris.org/
government/city-council/
council-meetings](https://www.cityofperris.org/government/city-council/council-meetings)



CITY OF PERRIS
COMMUNITY SERVICES

ATTACHMENT 6:
Project Manual and Specifications

[https://www.cityofperris.org/
government/city-council/
council-meetings](https://www.cityofperris.org/government/city-council/council-meetings)



CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

MEETING DATE: September 13, 2022

SUBJECT: Appointment of New City Attorney

REQUESTED ACTION: That the City Council approve Resolution No. (next in order):

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, APPOINTING THE CITY ATTORNEY

CONTACT: Eric Dunn, City Attorney

BACKGROUND/DISCUSSION:

California Government Code Section 36505 authorizes the City Council to appoint a City Attorney to advise the City Council on legal matters. The City contracts with the firm of Aleshire & Wynder, LLP for legal services, and previously appointed Eric Dunn as the City Attorney. Mr. Dunn has announced he is moving on to other endeavors, and recommends that Assistant City Attorney Robert Khuu be appointed as his replacement.

Robert is a partner at Aleshire & Wynder and has served as the Perris Assistant City Attorney since 2016. He is also the Assistant City Attorney in Grand Terrace and has served in a number of other cities as well.

RECOMMENDATION:

That the City Council approve Resolution No. (next in order) appointing Robert Khuu as City Attorney.

BUDGET (or FISCAL) IMPACT: None. No adjustments to the contract are required or requested.

Prepared by: Eric Dunn, City Attorney

REVIEWED BY:

City Attorney
 Assistant City Manager
 Deputy City Manager ER

Attachments:

1. Resolution No. (next in order) appointing the City Attorney

Consent: X

Public Hearing:

Business Item:

Presentation:

Other:

ATTACHMENT 1

Resolution No. (next in order) appointing the City Attorney

RESOLUTION NUMBER. (next in order)

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF PERRIS, STATE OF CALIFORNIA,
APPOINTING THE CITY ATTORNEY**

WHEREAS, California Government Code Section 36505 authorizes the City Council to appoint a City Attorney to advise the City Council on legal matters; and

WHEREAS, the City contracts with the firm of Aleshire & Wynder, LLP for legal services, and previously appointed Eric Dunn to serve as City Attorney; and

WHEREAS, Eric Dunn has announced his departure and has recommended that the City Council appoint Assistant City Attorney Robert Khuu as his replacement; and

WHEREAS, Robert Khuu is a partner in the firm of Aleshire & Wynder, LLP and has served as the Assistant City Attorney since 2016; and

WHEREAS, the City Council desires to appoint Robert Khuu as the City Attorney of the City of Perris pursuant to California Government Code 36505, replacing former City Attorney Eric Dunn.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PERRIS AS FOLLOWS:

Section 1. Robert Khuu is appointed City Attorney of the City of Perris.

Section 2. This resolution shall be effective immediately upon its adoption.

ADOPTED, SIGNED and APPROVED this 13th day of September, 2022.

Michael M. Vargas, Mayor

ATTEST:

City Clerk, Nancy Salazar

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

I, Nancy Salazar, City Clerk of the City of Perris, California, do hereby certify that the foregoing Resolution No. (next in order) was duly and regularly adopted by the City Council of the City of Perris at a regular meeting thereof held on the 13th day of September, 2022 by the following vote:

Ayes:
Noes:
Absent:
Abstain:

City Clerk, Nancy Salazar



CITY OF PERRIS

CITY COUNCIL AGENDA SUBMITTAL

MEETING DATE: September 13, 2022

SUBJECT: Consider the Annual Statement of Investment Policy for the Fiscal Year 2022-2023

REQUESTED ACTION: Approve the Resolution (next in order) adopting the City's Annual Statement of Investment Policy for the Fiscal Year 2022-2023

CONTACT: Matthew Schenk, Director of Finance *ms*

BACKGROUND/DISCUSSION:

Pursuant to California Government Code Sections 53600 and 53630 et seq. and 53646, the City is required to adopt an annual investment policy by resolution.

The Statement of Investment Policy sets forth policies which shall govern the investment of the City's funds. It will be used by City officials and staff, as well as all other third-party providers of investment or investment-related services. Its purpose is to ensure the safety, liquidity, and maximum yield of all City investments and direct the prudent investment and protection of the City's funds and investment portfolio. The policy applies to all financial assets of the City of Perris, conforms to State law and is consistent with Government Code section 53600 and 53630 et seq. and 53646.

The Ways & Means Committee reviewed the policy on August 25, 2022 and there are no recommended changes at this time. A reference table and glossary of terms has been added to the document.

BUDGET (or FISCAL) IMPACT:

There is no fiscal impact.

Prepared by: Stephen Ajobiewe, Finance Manager

REVIEWED BY:

City Attorney _____
 Assistant City Manager _____
 Deputy City Manager *EL*

Attachments:

1. **Resolution of the City of Perris Adopting the Annual Statement of Investment Policy for the Fiscal Year 2022-2023**
2. **City of Perris Statement of Investment Policy - Fiscal Year 2022-2023**

Consent: X

ATTACHMENT 1

**RESOLUTION OF THE CITY OF PERRIS
ADOPTING THE ANNUAL STATEMENT OF
INVESTMENT POLICY FOR THE FISCAL
YEAR 2022-2023**

RESOLUTION NUMBER _____

***A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PERRIS, COUNTY OF RIVERSIDE, STATE OF
CALIFORNIA, ADOPTING THE ANNUAL STATEMENT OF
INVESTMENT POLICY FOR FISCAL YEAR 2022-23***

WHEREAS, IN ACCORDANCE WITH California Government Code Section 53600, et seq., and the City of Perris Statement of Investment Policy, the City Director of Finance/Treasurer has prepared and submitted to the City Council the Annual Statement of Investment Policy for Fiscal Year 2022-223

WHEREAS, the City Council as the legislative body of the City recognizes its responsibility to properly direct the investments of funds under its care and provide guidelines for the investment of funds based upon prudent cash management practices and in conformity with all applicable statutes.

NOW, THEREFORE, be it resolved by the City Council of the City of Perris, as follows:

Section 1. The City Director of Finance/Treasurer of the City of Perris declares the annual Statement of Investment Policy is as set forth in Exhibit A, attached hereto and incorporated herein by this reference as though fully set forth in length.

Section 2. The Annual Statement of Investment Policy for the City of Perris for Fiscal Year 2022-23 has been adopted by the City Council for implementation by the City Director of Finance/Treasurer.

ADOPTED, SIGNED and APPROVED this 13th day of September 2022.

MAYOR OF THE CITY OF PERRIS

RESOLUTION NUMBER _____

Attest:

CITY CLERK

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

I, Nancy Salazar, duly elected City Clerk of the City of Perris, California, do hereby certify that the foregoing Resolution Number _____, was duly adopted by the City Council of the City of Perris at the regular meeting thereof held on the 13th day of September 2022, by the following vote:

Ayes:
Noes:
Absent:

CITY CLERK

ATTACHMENT 2

**CITY OF PERRIS STATEMENT OF
INVESTMENT POLICY - FISCAL YEAR
2022-2023**

CITY OF PERRIS
STATEMENT OF INVESTMENT POLICY
Fiscal Year 2022-2023

I. PURPOSE

The purpose of this Investment Policy is to establish investment guidelines for the City Treasurer. Each transaction and the entire portfolio must comply with California Government Code Section 53600, et seq., and this policy.

The City Council of the City of Perris and its related authorities and agencies recognizes its responsibility to properly direct the investments of funds under its care. The purpose of this policy is to provide guidelines for the investment of funds based upon prudent cash management practices and in conformity with all applicable statutes. In instances in which the Policy is more restrictive than Federal or State law, the Policy supersedes.

II. SCOPE

This Investment Policy applies to all financial assets of the City of Perris as accounted for in the Annual Report. Funds specifically exempt from this policy include bond proceeds, employee deferred compensation plans, funds held in trust with the City with specific investments instructions, and any funds held in employee pension plans. Policy statements outlined in this document focus on the City of Perris' pooled funds, but will also apply to all other funds under the City Finance Treasurer's span of control unless specifically exempted by statute or ordinance.

The primary guiding investment policy for bond proceeds will be dictated by the bond documents governing such funds as long as the documents are approved by the City Council or related governing board. As a minimum standard for the investment of bond proceeds, the governing bond documents will have permitted investment language that follows guidelines used by one of the two largest bond insurers in the United States. Deviations from this guideline may be made with the expressed consent of the City Council.

Investments related to the City's Deferred Compensation Plans are managed by third party administrators and investments and mutual fund selection is directed by the individual Plan participants. Deferred Compensation Plans must be approved by the City Council.

III. PRUDENCE

The standard to be used by investment officials shall be that of a “prudent expert” and shall be applied in the context of managing all aspects of the overall portfolio. When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency. Within the limitations of this section and considering individual investments as part of an overall strategy, investments may be acquired as authorized by law.

The City Treasurer and designees appointed to manage the investment portfolio, acting within the intent and scope of this investment policy and other written procedures, and exercising due diligence, shall be relieved of personal responsibility and liability for an individual security’s credit risk or market price changes, provided deviations from expectation are reported in a timely manner and appropriate action is taken to control adverse developments.

IV. INVESTMENT OBJECTIVES

All investments shall be prudently invested in order to earn a reasonable return, while awaiting application for governmental purposes. The specific objectives for all investments are ranked in order of importance.

- **Safety** – The preservation of principal is the primary objective. The City will undertake investments in a manner that ensures the preservation of capital in the overall portfolio.
- **Liquidity** – As a second objective, the investment portfolio should remain sufficiently flexible to enable the City Treasurer to meet all operating requirements, which may be reasonably anticipated. To the extent possible, the maturity of investments selected will match the projected City’s cash requirements, including an amount to cover reasonably estimated contingencies.
- **Public Trust** – In managing the investment portfolio, the City Treasurer and authorized investment officials should avoid any transactions that might impair public confidence.
- **Diversification** - The investment portfolio will be diversified to avoid risk regarding specific security types or individual financial institutions.
- **Reasonable Market Rate of Return** – All investments should be designed to attain market average rate of return through budgetary and economic cycles, consistent with the average maturity of its portfolio and the credit quality of its securities.

The investment function will have additional goals of: assuring ongoing compliance with Federal, State and local laws governing the investment of funds kept by the City, maintaining reserves for long term projects and contingencies, and establishing quality standards and limits to type of investments made and with which institutions investments are placed with.

V. DELEGATION OF AUTHORITY

Under authority granted by the City Council, the City Treasurer is responsible to invest and reinvest all unexpended funds in the City treasury. Daily management responsibility of the investment program has been delegated to the City Treasurer, who shall establish procedures for the operation consistent with this investment policy.

The City Treasurer serves as the chief investment officer for the City and is authorized to invest or deposit the City's funds in accordance with this policy, California Government Code Sections 53600, et seq., and all other related Federal and State laws. In the absence of the City Treasurer, the City Manager or his/her designee will serve as the chief investment officer. The City Treasurer may appoint deputy treasurers to act on behalf of the City. The City Treasurer will provide written authorization in delegating any of his/her authority.

The City Manager's responsibility includes establishing, monitoring and maintaining a strong system of investment controls. The City Manager will provide periodic oversight to the investment function that includes but is not limited to reviewing quarterly investment reports issued by the City Treasurer.

The City Council's primary responsibilities over the investment function includes establishing investment policies, annually reviewing such policies, reviewing quarterly investment reports issued by the City Treasurer, authorizing bond documents and other unique financing transactions, and authorizing any deviations from the City's investment policies.

The City may, in its discretion, engage the services of one or more external investment managers to assist in the management of the City's investment portfolio in a manner consistent with the City's objectives. Such external managers may be granted discretion to purchase and sell investment securities in accordance with this Investment Policy. Such managers must be registered under the Investment Advisers Act of 1940.

VI. ETHICS AND CONFLICTS OF INTEREST

All officials, staff members and consultants involved in the investment functions will refrain from personal business activity that could conflict with the execution of the investment function or which may impair their ability to make impartial investment decisions. Officials, staff members, and consultants will disclose to the City Manager any financial interests with a financial institution, provider, dealer or broker that conducts business with the City. Officials, staff members and consultants will further disclose any

personal financial positions that could be related to the performance of the City's portfolios.

All bond issue providers including but not limited to underwriters, bond counsel, financial advisors, brokers and dealers, will disclose any fee sharing arrangements or fee splitting to the City Manager prior to the execution of any transactions. The providers must disclose the percentage share and approximate dollar amount share to the City prior to the execution of any transactions.

Additionally, the City Treasurer is required to annually file appropriate financial disclosures as required by the Fair Political Practices Commission (FPPC).

VII. INDEMNIFICATION OF INVESTMENT OFFICIALS

Any investment officer exercising his/her authority with due diligence and prudence, and in accordance with the City's Investment Policy, will not be held personally liable for any individual investment losses or for total portfolio losses.

VIII. AUTHORIZED FINANCIAL DEALERS AND INSTITUTIONS

The City Treasurer shall maintain a list of financial institutions authorized to provide investment services. In addition, a list will also be maintained of approved security broker/dealers selected by credit worthiness who are authorized to provide investment services in the State of California. These may include primary dealers or regional dealers that qualify under Securities & Exchange Commission rule 15C3-1 (uniform net capital rule). No public deposit shall be made except in a qualified public depository as established by state laws. All financial institutions and broker/dealers who desire to become qualified bidders for investment transactions must supply the City Treasurer with the following: (e.g. audited financial statements, proof of National Association of Security Dealers certification, trading resolution, proof of State registration, certification of having read the City's investment policy and depository contracts.

An annual review of the financial condition and registrations of qualified bidders will be conducted.

IX. AUTHORIZED AND SUITABLE INVESTMENTS

The investing of City funds is governed by the California Government Code, Sections 53600 et seq. Within the context of the limitation, the following investments are authorized (also see reference table shown in Appendix A), as further limited herein:

1. United States Treasury Bills, Bonds, and Notes or those for which the full faith credit of the United States is pledged for payment of principal and interest.

2. Obligations issued by Government Sponsored Enterprises such as the Government National Mortgage Association (GNMA), the Federal Farm Credit Bank System (FFCBS), the Federal Home Loan Banks (FHLB), the Federal National Mortgage Association (FNMA), the Federal Home Loan Mortgage Corporation (FHLMC), Federal Agricultural Mortgage Corporation (FAMCA) and the Tennessee Valley Authority.
3. Bills of exchange or time drafts drawn on and accepted by commercial banks, otherwise known as banker's acceptances. Banker's acceptances purchased may not exceed 180 days to maturity or 40% of the market value of the portfolio. No more than 30% may be invested in the banker's acceptances of any one commercial bank pursuant to this section. Issuer must have short term debt obligations rate "A-1" or higher by at least one NRSRO, or long term debt obligations which are rated "A" or higher by at least one NRSRO. The total value invested in any one issuer shall not exceed 5% of the issuer's net worth.
4. Commercial paper of "prime" quality of the highest ranking or of the highest letter and number rating as provided for by a nationally recognized statistical rating organization (NRSRO) that is "A" or higher, or the equivalent, by an NRSRO, having assets in excess of \$500,000,000. Purchases of eligible commercial paper may not exceed 270 days to maturity nor represent more than 10% of the outstanding paper of the issuing corporation. Under a provision sunseting on January 1, 2026, no more than 40% of the portfolio may be invested in Commercial Paper if the Agency's investment assets under management are greater than \$100,000,000. After January 1, 2026 purchases of commercial paper may not exceed 25% of the market value of the portfolio. Entity must have debt other than commercial paper that is rated "A" or higher by at least one NRSRO, or has commercial paper rated "A-1" or higher by at least one NRSRO. The total value invested in any one issuer shall not exceed 5% of the issuer's net worth.
5. Negotiable Certificates of Deposit issued by nationally or state chartered banks or state or federal savings institutions. Purchases of negotiable certificates of deposit may not exceed 30% of the total portfolio and 5% of any one issuer. A maturity limitation of five (5) years is applicable. Issuer must have short term debt obligations rate "A-1" or higher by at least one NRSRO, or long term debt obligations which are rated "A" or higher by at least one NRSRO. The total value invested in any one issuer shall not exceed 5% of the issuer's net worth.
6. Federally Insured Time Deposits (Non-Negotiable Certificates of Deposit) in state or federally chartered banks, savings and loans, or credit unions. The amount per institution is limited to the maximum covered under federal insurance (FDIC). No more than 30% of the portfolio will be invested in

federally insured time deposits. The maximum maturity of non-negotiable certificates of deposit shall not exceed five (5) years.

7. Certificate of Deposit Placement Service (CDARS) used to purchase certificates of deposit described in Items 5 and 6 above. No more than 30% of the total portfolio may be invested in a combination of certificates of deposit, including those purchased with CDARS. The maximum maturity for CDARS shall not exceed five (5) years.
8. Repurchase agreements, which specify terms and conditions, may be transacted with banks and broker dealers. The maturity of the repurchases agreements shall not exceed 92 days. The market value of the securities used as collateral for the repurchase agreements shall be monitored by the investment staff and shall not be allowed to fall below 102% of the value of the repurchase agreement. Repurchase agreements may not exceed 20% of the market value of the portfolio.
9. Local Agency Investment Fund (LAIF), a State of California managed investment pool, may be used up to the maximum permitted by California State Law. No more than 80% of the portfolio shall be invested in LAIF.
10. Bonds, notes, warrants, or other evidences of indebtedness of the State of California or of any local agency within the State of California, or of the other 49 states, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the local agency, or by a department, board, agency or authority of the local agency. A maximum of 10% may be invested in municipal obligations and the maturity of these investments shall not exceed 5 years. In addition, the issuer itself must have a minimum credit rating of "A" or equivalent by a NRSRO.

The City Treasurer shall provide a table with each quarterly investment report that indicates compliance with the above noted percentage limit for each investment type.

X. PROHIBITED INVESTMENT VEHICLES AND PRACTICES

1. State law notwithstanding, any investments not specifically described herein are prohibited, including, but not limited to futures and options.
2. In accordance with Government Code, Section 53601.6, investment in inverse floaters, range notes, or mortgage derived interest-only strips is prohibited.
3. Investment in any non-U.S. Government security that could result in a zero interest accrual if held to maturity is prohibited. Under a provision sunseting on January 1, 2026, securities backed by the U.S. Government that could result in a zero- or negative-interest accrual if held to maturity are permitted.
4. Trading securities for the sole purpose of speculating on the future direction of interest rates is prohibited.

5. Purchasing or selling securities on margin is prohibited.
6. The use of reverse repurchase agreements, securities lending or any other form of borrowing or leverage is prohibited.
7. The purchase of foreign currency denominated securities is prohibited
8. Mutual funds with weighted average maturities greater than 91 days
9. Investment agreements
10. Guaranteed investment agreements
11. First mortgages or trust deeds
12. Range notes
13. Interest-only strips
14. Common stocks
15. Medium term corporate notes

XI. COLLATERALIZATION

In accordance with California Government Code Section 53652, depository institutions shall secure all active and inactive deposits in excess of insured amounts, including certificates of deposits. Collateral shall be maintained with the agent of depository.

XII. SAFEKEEPING

All security transactions, including collateral for repurchase agreements, entered into by the City of Perris shall be conducted on a delivery versus payment basis. The City will utilize a third party custodian for the holding of investments.

XIII. MAXIMUM MATURITIES

To the extent possible, the City will attempt to match its investments with anticipated cash flow requirements. Pursuant to State law, no investments shall have a maturity in excess of five years, unless the Code specifies a shorter maximum maturity. Investments related to bond reserve funds are not subject to this maximum.

XIV. INTERNAL CONTROLS

The Finance Department shall establish a system of internal controls, which shall be reviewed by the City's independent auditors. The controls shall be designed to prevent losses of public funds arising from fraud, employee error, and misrepresentation by third parties, unanticipated changes in financial markets, or imprudent action by employees and officers of the City.

XV. LEVERAGING

The City may not purchase investments on a margin or through a margin account. The City may not leverage its investments through the use of reverse repurchase agreements.

XVI. REPORTING

The City Treasurer or designee shall submit quarterly investment reports to the City Council within 30 days of the quarter end. This report will include elements of the quarterly reports as prescribed by Government Code Section 53646. Required elements of the quarterly report include:

1. Type of Investment
2. Name of Institution
3. Date of Maturity
4. Amount of Deposit or Cost of Security
5. Current Market Value of All Securities and Source of the Valuation
6. Rate of Return
7. Statement that the portfolio is in compliance with this investment policy and if not, the manner in which the portfolio is not in compliance
8. Statement denoting the ability of the City to meet its pool's expenditures requirements for the next six months

XVII. POLICY ADOPTION

The City of Perris Investment Policy is adopted annually by resolution of the City of Perris legislative authority. The City Treasurer and the City Manager will review the policy on an annual basis and recommend modifications to the City of Perris City Council. Whether or not modifications are made to this investment policy, the City Council will review the policy on annual basis in accordance with State law.

Appendix A
City of Perris Approved Investment Instruments
Reference Table

Perris Investment Policy (Section IX)	Permitted Investment/Deposits	Perris % of Portfolio Limits/Maturity Limits	Additional Restrictions
1	US Treasury Obligations	No % limit/5 years	
2	US Agency Obligations	No % limit/5 years	
3	Banker's Acceptances	40% limit/180 days	*No more than 30% of portfolio invested in any one commercial bank
4	Commercial Paper	40% limit/270 days	*No more than 10% of the total outstanding paper of the issuer
5	Negotiable Certificates of Deposit	30% limit/5 years	*No more than 5% of portfolio invested in any one issuer
6	Non-negotiable Certificates of Deposit	30% limit/5 years	
7	Certificate of Deposit Placement Service	30% limit/5 years	
8	Repurchase Agreements	20% limit/92 days	
9	Local Agency Investment Fund (LAIF)	80% limit/no maturity limit	
10	State of California/California Local Agency Bonds, Notes, Warrants, Other Indebtedness	10% limit/5 years	
*Further restrictions are required on a per issuer basis for these items. The total value invested in any one issuer shall not exceed the designated percentage and 5% of the issuer's net worth.			

Appendix B

Glossary of Terms

Agencies - Also referred to as Federal Agencies or Fed Agencies and include such organizations or enterprises as the: Federal Home Loan Bank (FHLB), Federal Home Loan Mortgage Corporation (FHLMC), Federal Farm Credit Banks (FFCB), and Government National Mortgage Association (GNMA).

Bankers' Acceptance (BA) - A draft or bill of exchange accepted by a bank or trust company. The accepting institution guarantees payment of the bill, as well as the issuer.

Broker - A broker brings buyers and sellers together for a commission.

Certificate of Deposit - A time deposit with a specific maturity evidenced by a certificate. Large denomination CD's are typically negotiable. CD's may be eligible for FDIC insurance.

Certificate of Deposit Placement Service - The Certificate of Deposit Account Registry Service (CDARS), is a US for-profit service that breaks up large deposits (from individuals, companies, nonprofits, public funds, etc.) and places them across a network of more than 3000 banks and savings associations around the United States.

Collateral - Securities, evidence of deposit or pledges to secure repayment of a loan. Also refers to securities pledged by a bank to secure deposit of public moneys.

Commercial Paper - Commercial paper is an unsecured, short-term debt instrument issued by a corporation, typically for the financing of accounts receivable, inventories and meeting short-term liabilities. Maturities on commercial paper rarely range any longer than 270 days. Commercial paper is usually issued at a discount from face value and reflects prevailing market interest rates.

Custody - A banking service that provides safekeeping for the individual securities in a customer's investment portfolio under a written agreement which also calls for the bank to collect and pay out income, to buy, sell, receive and deliver securities when ordered to do so by the principal.

Delivery vs. Payment (DVP) - Delivery of securities with a simultaneous exchange of money for the securities.

Diversification - Dividing investment funds among a variety of securities offering independent returns and risk profiles.

Federal Agencies - Special government organizations set up for a specific purpose such as the management of resources, financial oversight of industries or national security issues. These organizations are typically created by legislative action, but may initially be

set up by a Presidential Order as well. The directors of these agencies are typically selected by residential appointment. A number of these organizations issue securities such as stocks and bonds that have been historically popular with investors. Agencies of the Federal Government that were established to supply credit to various classes of institutions and individuals (e.g., S&Ls, small business firms, students, farmers, farm cooperative, and exporters).

Federal Deposit Insurance Corporation ("FDIC") - A federal agency that insures bank deposits, currently up to \$ 250,000.00 per deposit.

Federal Home Loan Banks (FHLB) - Government sponsored wholesale banks which lend funds and provide correspondent banking services to member commercial banks, thrifty institutions, credit unions and insurance companies. The mission of the FHLBs is to liquefy the housing related assets of its members who must purchase stock in their district Bank.

Federal Home Loan Mortgage Corporation (FHLMC) – The FHLMC was created under the Federal Home Loan Mortgage Act, Title III of the Emergency Home Finance Act of 1970 as a stockholder owned government-sponsored enterprise. Freddie Mac, as the corporation is called, is charged with providing stability and assistance to the secondary home mortgage market by buying first mortgages and participation interests and reselling these securities in the form of guaranteed mortgage securities. Although agency obligations are not explicitly guaranteed by the federal government, the rating agencies believe that in the unlikely event of financial difficulties, the federal government will support the agency to the extent necessary to provide for full and timely payment on their securities.

Federal National Mortgage Association (FNMA) - FNMA, like GNMA was chartered under the Federal National Mortgage Association Act in 1938. FNMA is a federal corporation working under the auspices of the department of Housing and Urban Development (HUD). It is the largest single provider of residential mortgage funds in the United States. Fannie Mae, as the corporation is called, is a private stockholder-owned corporation. The corporation's purchases include a variety of adjustable mortgages and second loans, in addition to fixed-rate mortgages. FNMA's securities are also highly liquid and are widely accepted. FNMA assumes and guarantees that all security holders will receive timely payment of principal and interest.

Government National Mortgage Association (GNMA) – Securities influencing the volume of bank credit guaranteed by GNMA and issued by mortgage bankers, commercial banks, savings and loan associations and other institutions. Security holder is protected by the full faith and credit of the U.S. Government. Ginnie Mae securities, are backed by the FHA, VA, or FmHA mortgages. The term "pass-throughs" is often used to describe Ginnie Maes.

Interest Rate - The annual yield earned on an investment, expressed as a percentage.

Local Agency Investment Fund - The Local Agency Investment Fund (LAIF), is a voluntary program created by statute; began in 1977 as an investment alternative for California's local governments. The enabling legislation for the LAIF is Section 16429.1 et seq. of the California Government Code. This program offers local agencies the opportunity to participate in a major portfolio, which invests hundreds of millions of dollars, using the investment expertise of the State Treasurer's Office investment staff at no additional cost to the taxpayer. This in-house management team is comprised of civil servants who have each worked for the State Treasurer's Office for an average of 20 years. The LAIF is part of the Pooled Money Investment Account (PMIA). The PMIA began in 1955 and oversight is provided by the Pooled Money Investment Board (PMIB) and an in-house Investment Committee. The PMIB members are the State Treasurer, Director of Finance, and State Controller. The Local Investment Advisory Board (LIAB) provides oversight for LAIF. The Board consists of five members as designated by statute. The State Treasurer, as Chairman, or his designated representative appoints two members qualified by training and experience in the field of investment or finance, and two members who are treasurers, finance or fiscal officers or business managers employed by any county, city or local district or municipal corporation of this state. The term of each appointment is two years or at the pleasure of the appointing authority. All securities are purchased under the authority of Government Code Section 16430 and 16480.4. The State Treasurer's Office takes delivery of all securities purchased on a delivery versus payment basis using a third party custodian. All investments are purchased at market and a market valuation is conducted monthly.

Liquidity - Refers to the ability to rapidly convert an investment into cash with minimal risk of losing some portion of principal and/or interest.

Maturity - The date upon which the principal or stated value of an investment becomes due and payable.

Money Market - The market in which short-term debt instruments (bills, commercial paper, banker's acceptances, etc.) are issued and traded.

Municipal Securities of Local Agencies – Debt securities issued by states, cities, counties and other governmental entities to fund day-to-day obligations and to finance capital projects. The purchase of municipal securities is a loan to the bond issuer in exchange for regular interest payments and the return of the original investment.

Prudent Investor - An investment standard. In some states the law requires that a fiduciary, such as a trustee, may invest money only a list of securities selected by the custody state – the so-called legal list. In other states the trustee may invest in a security if it is one which would be brought by a prudent person of discretion and intelligence who is seeking a reasonable income and preservation of capital.

Rate of Return - The yield obtainable on a security based on its purchase price or its current market price. This may be the amortized yield to maturity on a bond or the current income return.

Repurchase Agreement (RP or REPO) - A holder of securities sells these securities to an investor with an agreement to repurchase them at a fixed price on a fixed date. The security “buyer” in effect lends the “seller” money for the period of the agreement, and the terms of the agreement are structured to compensate him for this. Dealers use RP extensively to finance their positions. Exception: When the Fed is said to be doing RP, it is lending money that is increasing bank reserves.

Reverse Repurchase Agreement (Reverse REPO) - A transaction where the seller (City) agrees to buy back from the buyer (bank) the securities at an agreed upon price after a stated period of time.

Risk - Degree of uncertainty of return on an asset.

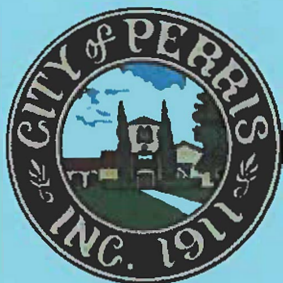
Treasury Bills – A non-interest bearing discount security issued by the U.S. Treasury to finance the national debt. Most bills are issued to mature in three months, six months, or one year.

Treasury Bonds - Long-term coupon-bearing U. S. Treasury securities issued as direct obligations of the U. S. Government and having initial maturities of more than ten years.

Treasury Notes - Medium-term coupon-bearing U. S. Treasury securities issued as direct obligations of the U. S. Government and having initial maturities from two to ten years.

Yield - The rate of annual income return on an investment, expressed as a percentage. It is obtained by dividing the current dollar income by the current market price of the security.

Yield to Maturity - The rate of income return on an investment, minus any premium or plus any discount, with the adjustment spread over the period from the date of purchase to the date of maturity of the bond, expressed as a percentage.



CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

MEETING DATE: September 13, 2022

SUBJECT: Purchase of one (1) 4x4 truck for the Sheriff's Department.

REQUESTED ACTION: That the City Council approve the purchase of one (1) 4x4 truck for the Sheriff's Department to Palm Springs Ford Motors and authorize the City Manager to execute the contract with Palm Springs Ford Motor and all necessary documents approved to form by the City Attorney.

CONTACT: Bryant Hill, Director of Public Works.

BACKGROUND/DISCUSSION:

The 4X4 pick-up truck will be exclusively used for the Perris Homeless Outreach Team (HOT). The deputies assigned to the team discovered the need for a 4X4 pick-up truck as they patrolled the city, contacting the homeless. The pick-up allows them to get to the homeless in the city foothills they patrol. Their current patrol vehicle does not allow them to get to all needed areas. Additionally, HOT has encountered many homeless who need to be moved from their current location; often, other agencies with a pick-up truck (CODE/Citynet) were not available. Many times, they can convince a homeless person to move immediately, but they refuse to leave their property or don't want to wait for someone else to pick them up. The HOT pick-up would be used to immediately gather up the homeless property and move them along. Several other cities with HOT have realized the need for a 4x4 pick-up, which has enhanced their ability to conduct their mission.

Public Works has solicited three bids and would like to make the purchase from Palm Springs Ford Motors, with a purchase price of \$56,997.45. There will be a 20% contingency amount added to the price, bringing the total to \$68,396.94.

BUDGET (or FISCAL) IMPACT: The cost of the pick-up is \$56,997.45, plus a 20% contingency of \$11,399.49, bringing the total cost of the pick-up to \$68,396.94. This amount will be paid for through budget savings within the Sheriff's department's budget.

Prepared by: Bryant Hill, Director of Public Works

REVIEWED BY:

City Attorney _____

Assistant City Manager _____

Deputy City Manager ER

Attachments: 1. Quotes for 4x4 truck

Consent: X

Public Hearing

Business Item:

Presentation:

Other:



CITY OF PERRIS
PUBLIC WORKS DEPARTMENT

**ATTACHMENT 1:
Vehicle Quotes**

Bryant K. Hill

From: Ignacio Alvarez
Sent: Thursday, September 01, 2022 3:28 PM
To: Bryant K. Hill
Subject: FW: Palm Springs Motors

From: Palm Springs Ford Lincoln <palmspringsfordlincoln@palmspringsfordlincoln.forddirectcrmpro.com>
Sent: Thursday, September 1, 2022 2:48 PM
To: Ignacio Alvarez <IAvarez@cityofperris.org>
Subject: Palm Springs Motors

Ignacio,

This is a UNICORN and would never be on any Ford lot if it were not an ordered unit~
[https://www.palmspringmotors.com/inventory/new-2022-ford-f-150-xl-4x4-supercrew%
c2%ae-1ffw1e55nke47874/](https://www.palmspringmotors.com/inventory/new-2022-ford-f-150-xl-4x4-supercrew%c2%ae-1ffw1e55nke47874/)



Prepared by: Vikly Garay
08/17/2022

Fritts Ford | 8000 Auto Drive Riverside California | 925044193

2023 F-150 4x4 SuperCrew Cab 6.5' box 157" WB XL (W1E)

Price Level: 320

As Configured Vehicle

Code	Description	MSRP
Base Vehicle		
W1E	Base Vehicle Price (W1E)	\$47,725.00
Packages		
101A	Equipment Group 101A Standard <i>Includes:</i> - Engine: 5.0L V8 Includes auto start-stop technology and flex-fuel capability. - Transmission: Electronic 10-Speed Automatic Includes selectable drive modes: normal, ECO, sport, tow/haul, slippery, deep snow/sand and mud/rlt. - GVWR: 7,150 lbs Payload Package	-\$750.00
Powertrain		
995	Engine: 5.0L V8 <i>Includes auto start-stop technology and flex-fuel capability.</i>	Included
44G	Transmission: Electronic 10-Speed Automatic <i>Includes selectable drive modes: normal, ECO, sport, tow/haul, slippery, deep snow/sand and mud/rlt.</i>	Included
XL3	Electronic Locking w/3.31 Axle Ratio	\$420.00
STDGV	GVWR: 7,150 lbs Payload Package	Included
Wheels & Tires		
T88	Tires: 275/65R18 BSW AJT	Included
64X	Wheels: 18" 6-Spoke Machined Aluminum <i>Includes gloss black painted pockets.</i>	Included
Seats & Seat Trim		
G	Unique Sport Cloth 40/20/40 Front-Seats <i>Includes manual driver/passenger lumbar and steering column mounted shift.</i>	Included
Other Options		
157WB	157" Wheelbase	STD
582	Radio: AM/FM SiriusXM w/360L	Included

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: Vikiy Garay
08/17/2022

Fritts Ford | 8000 Auto Drive Riverside California | 925044193

2023 F-150 4x4 SuperCrew Cab 6.5' box 157" WB XL (W1E)

Price Level: 320

As Configured Vehicle (cont'd)

Code	Description	MSRP
19S	<p>STX Appearance Package</p> <p>- Option Discount</p> <p><i>Includes:</i></p> <ul style="list-style-type: none"> - <i>Wheels: 18" 6-Spoke Machined Aluminum</i> <i>Includes gloss black painted pockets.</i> - <i>Tires: 275/65R18 BSW A/T</i> - <i>Body-Color Front & Rear Bumpers</i> <i>Includes body-color front fascia.</i> - <i>Box Side Decals</i> - <i>Rear Window Defroster</i> - <i>Molded-In Color Black Honeycomb Style Grille</i> <i>Includes body-color surround.</i> - <i>Rear Window Fixed Privacy Glass</i> - <i>SYNC 4 w/Enhanced Voice Recognition</i> <i>Includes 8" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with App catalog, 911 Assist, Apple CarPlay and Android Auto compatibility, digital owners manual, conversational voice command recognition and connected navigation. Note: Navigation services require SYNC 4 and FordPass Connect (optional on select vehicles), complimentary connect service and the FordPass app (see FordPass Terms for details). Eligible vehicles receive a complimentary 90-day trial of navigation services that begins on the new vehicle warranty start date. Customers must unlock the navigation service trial by activating the eligible vehicle with a FordPass member account. If not subscribed by the end of the complimentary period, the navigation service will terminate. Connected service and features depend on compatible AT&T network availability. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. FordPass App, compatible with select smartphone platforms, is available via a download. Message and data rates may apply.</i> - <i>Radio: AM/FM SiriusXM w/360L</i> - <i>Unique Sport Cloth 40/20/40 Front-Seats</i> <i>Includes manual driver/passenger lumbar and steering column mounted shift.</i> 	<p>\$2,585.00</p> <p>-\$750.00</p>
53B	<p>Class IV Trailer Hitch Receiver</p> <p><i>Includes towing capability up to TBD lbs. on 3.3L V6 PFDI engine (99B) and 2.7L EcoBoost engine (99P) or up to TBD lbs. on 3.5L EcoBoost engine (99B) and 5.0L V8 engine (995). 7/4-pin connector, class IV trailer hitch receiver, smart trailer tow connector (includes BLIS w/trailer tow coverage where BLIS is available).</i></p>	Included
53A	<p>Trailer Tow Package</p> <p><i>Towing capability up to TBD lbs. Includes tailgate LED.</i></p> <p><i>Includes:</i></p> <ul style="list-style-type: none"> - <i>Class IV Trailer Hitch Receiver</i> <i>Includes towing capability up to TBD lbs. on 3.3L V6 PFDI engine (99B) and 2.7L EcoBoost engine (99P) or up to TBD lbs. on 3.5L EcoBoost engine (99B) and 5.0L V8 engine (995). 7/4-pin connector, class IV trailer hitch receiver, smart trailer tow connector (includes BLIS w/trailer tow coverage where BLIS is available).</i> - <i>Integrated Trailer Brake Controller</i> 	\$1,325.00
413	<p>Skid Plates</p> <p><i>Includes fuel tank, transfer case and front differential.</i></p>	\$160.00
524	<p>SYNC 4 w/Enhanced Voice Recognition</p>	Included

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: Vikiy Garay
08/17/2022

Fritts Ford | 8000 Auto Drive Riverside California | 925044193

2023 F-150 4x4 SuperCrew Cab 6.5' box 157" WB XL (W1E)

Price Level: 320

As Configured Vehicle (cont'd)

Code	Description	MSRP
------	-------------	------

Includes 8" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with App catalog, 911 Assist, Apple CarPlay and Android Auto compatibility, digital owners manual, conversational voice command recognition and connected navigation. Note: Navigation services require SYNC 4 and FordPass Connect (optional on select vehicles), complimentary connect service and the FordPass app (see FordPass Terms for details). Eligible vehicles receive a complimentary 90-day trial of navigation services that begins on the new vehicle warranty start date. Customers must unlock the navigation service trial by activating the eligible vehicle with a FordPass member account. If not subscribed by the end of the complimentary period, the navigation service will terminate. Connected service and features depend on compatible AT&T network availability. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. FordPass App, compatible with select smartphone platforms, is available via a download. Message and data rates may apply.

*Includes:
- Radio: AM/FM SiriusXM w/360L*

67T	Integrated Trailer Brake Controller	Included
PAINT	Monotone Paint Application	STD
924	Rear Window Fixed Privacy Glass	Included
57Q	Rear Window Defroster	Included

Fleet Options

WARANT	Fleet Customer Powertrain Limited Warranty	N/C
--------	--	-----

Requires valid FIN code.

Ford is increasing the 5-year 60,000-mile limited powertrain warranty to 5-years, 100,000 miles. Only Fleet purchasers with a valid Fleet Identification Number (FIN code) will receive the extended warranty. When the sale is entered into the sales reporting system with a sales type fleet along with a valid FIN code, the warranty extension will automatically be added to the vehicle. The extension will stay with the vehicle even if it is subsequently sold to a non-fleet customer before the expiration. This extension applies to both gas and diesel powertrains. Dealers can check for the warranty extension on eligible fleet vehicles in OASIS. Please refer to the Warranty and Policy Manual section 3.13.00 Gas Engine Commercial Warranty. This change will also be reflected in the printed Warranty Guided distributed with the purchase of every new vehicle.

Interior Color

GB_01	Black w/Unique Sport Cloth 40/20/40 Front-Seats	N/C
-------	---	-----

Exterior Color

YZ_01	Oxford White	N/C
-------	--------------	-----

SUBTOTAL		\$50,715.00
Destination Charge	5250. ⁰⁰	\$1,795.00
TOTAL	875 TRUCK 10.50 CUR 4069.53 7.25	\$52,510.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

56,598.78

Bryant K. Hill

From: Ignacio Alvarez
Sent: Thursday, September 01, 2022 3:39 PM
To: Bryant K. Hill
Subject: FW: Ignacio Alvarez City of Perris

Its not white but its available now \$55,700 plus tax and license

From: Matthew Lester <mlester@goschmail.com>
Sent: Thursday, September 1, 2022 3:24 PM
To: Ignacio Alvarez <IAvarez@cityofperris.org>
Subject: Re: Ignacio Alvarez City of Perris

Hey Ignacio, below will be the link to the truck. Pricing will be \$995 over MSRP and that's just with our theft replacement/tracking device that's on all our vehicles.

Link to truck: <https://www.goschfordhemet.com/new/Ford/2022-Ford-F-150-f8a943030a0e0a997dd08af8cbf4426c.htm>

Thank you!

Matthew Lester

Internet Sales Manager
GOSCH Ford of Hemet
Office: (951) 651-3181 ext 471
Cell: (951) 553 1573 call/text
mlester@goschmail.com

On Thu, Sep 1, 2022 at 2:37 PM Ignacio Alvarez <IAvarez@cityofperris.org> wrote:

Thank You

Visit <https://www.goschauto.com/privacy-policy> to view a copy of our privacy policy and notice of collection."



CITY OF PERRIS

CITY COUNCIL AGENDA SUBMITTAL

MEETING DATE: September 13, 2022

SUBJECT: Annexation of DPR 19-00014 to Landscape Maintenance District No. 1
 Owner(s): SBC DP Walnut LLC
 APN(s): 305-030-041 and 305-030-042, located on Walnut Street between Indian and Barrett Avenues
 Project: DPR 19-00014- Industrial Building

REQUESTED ACTION: Open and Close of Public Hearing, Open 1 Ballot and Adoption of 1 Resolutions Ordering the Annexation of DPR 19-00014 to the City's Landscape Maintenance District, Giving Final Approval to the Engineer's Report, and the Levying of the 2022-2023 Assessment.

CONTACT: Stuart McKibbin, Contract City Engineer

BACKGROUND/DISCUSSION: DPR 19-00014 is a construction consisting of a 205,830 SF concrete tilt-up industrial building along with required landscaping, parking and improvements on 9.56-acre site located on Walnut Street, between Indian and Barrett Avenues in a Light Industrial zoning district, within the Perris Valley Commerce Center Specific Plan. (See attached Boundary Map).

On July 26, 2022, resolutions were approved stating the City Council's intention to annex this project into the City's maintenance districts and set a Public Hearing for September 13, 2022.

BUDGET (or FISCAL) IMPACT: The proposed maximum annual assessments are levied on the property within the annexation. They are subject to Standard Inflation Factors for CPI, plus energy and water. The current maximum annual assessments, by district, are as follows:

<u>Maintenance District</u>	<u>Maximum Annual Assessment</u>
Landscape Maintenance District No. 1	<u>\$5,023.58</u>
Total Maximum Annual Assessment	<u>\$5,023.58</u>

Prepared by: Daniel Louie, Willdan Financial Services

REVIEWED BY:

City Attorney _____
Assistant City Manager _____
Deputy City Manager SR

Attachments:

1. Location Map
2. Resolution Ordering the Annexation of DPR 19-00014 to LMD 1, Giving Final Approval to the Engineer's Report, and the Levying of the 2022-2023 Assessments.

Consent:

Public Hearing: x

Business Item: _____

Presentation: _____

Other: _____

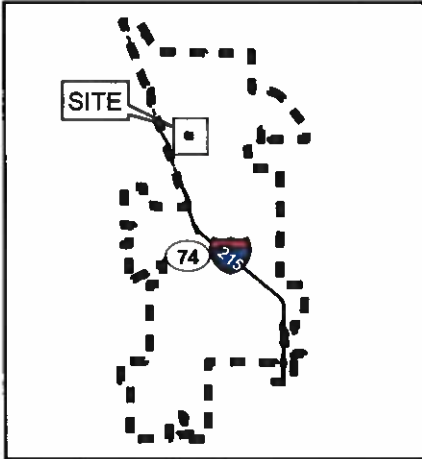
Attachment No. 1

Location Map

DIAGRAM OF ANNEXATION OF DPR 19-00014 TO BENEFIT ZONE 165 LANDSCAPE MAINTENANCE DISTRICT NO. 1

CITY OF PERRIS
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

SITE LOCATION



Legend

- ANNEXATION BOUNDARY
- MAP REFERENCE NUMBER

MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	305-030-041
2	305-030-042



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

Attachment No. 2

Annexation Resolution for LMD No. 1

RESOLUTION NUMBER XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ORDERING THE WORK IN CONNECTION WITH ANNEXATION OF DPR 19-00014 TO BENEFIT ZONE 165, CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1, GIVING FINAL APPROVAL OF THE ENGINEER'S REPORT, AND LEVYING THE ASSESSMENT FOR FISCAL YEAR 2022-2023

WHEREAS, the City Council of the City of Perris, County of Riverside, California (“the City Council”) did on the 26th day of July 2022, adopt its Resolution of Intention Number 6014 to order the therein described work in connection with the annexation and assessment procedures in the City of Perris Landscape Maintenance District Number 1 (the “District”), which Resolution of Intention Number 6014 was duly and legally published in the time, form and manner as required by law, shown by the Affidavit of Publication of said Resolution of Intention on file in the office of the City Clerk; and

WHEREAS, after the adoption thereof, notice of the adoption of the Resolution of Intention, a Notice of Public Hearing and an Assessment Ballot were duly mailed to all persons owning real property proposed to be assessed for the improvements described in said Resolution of Intention Number 6014, according to the names and addresses of such owners as the same appears on the last equalized assessment roll for taxes of the County of Riverside or more recent information available to the City of Perris, which said documents were duly mailed in the time, form, and manner as required by law, as appears from the Affidavit of Mailing on file in the office of the City Clerk; and

WHEREAS, said City Council having duly received and considered evidence, oral and documentary, concerning the jurisdiction facts in this proceeding and concerning the necessity for the contemplated work and the benefits to be derived therefrom and said City Council having now acquired jurisdiction to order the proposed maintenance work; and

WHEREAS, said City Council has determined that a majority protest does not exist.

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

Section 1. That the public interest and convenience requires the annexation to the district and levying assessments for maintenance, and said City Council hereby orders that the work, as set forth and described in said Resolution of Intention Number 6014, be done and made.

Section 2. Be it further resolved that:

- A. The Riverside County assigned fund number for the Landscape Maintenance District No. 1 and the annexation thereto, is 68-2652.
- B. The assessments are in compliance with all laws pertaining to the levy of assessments in accordance with Section 53750 et seq. of the State of California Government Code.
- C. The assessments are in compliance with all laws pertaining to the levy of assessments in accordance with Section 22500 et seq. of the State of California Streets and Highways Code.
- D. The assessments are levied without regard to the property value.
- E. The purpose of the assessments is to provide landscape maintenance on those lands that will benefit the parcels being assessed.

Section 3. That the report filed by the Engineer is hereby finally approved; and

Section 4. That pursuant to Sections 22640 and 22641 of the Code, the City Clerk shall file a certified copy of the diagram and assessment with the Riverside County Auditor-Controller not later than the third Monday in August.

Section 5. Be it finally resolved that the method of assessment in the Engineer's Report is hereby approved and the assessments for Fiscal Year 2022-2023 are hereby levied.

ADOPTED, SIGNED and APPROVED this 13th day of September, 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 13th day of September, 2022, by the following called vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

City Clerk, Nancy Salazar



CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

MEETING DATE: September 13, 2022

SUBJECT: Annexation of parcels into CFD 2001-3 (North Perris Public Safety District) – Annexation No. 49
 Project: SBC DP Walnut LLC
 APN(s): 305-030-041 and 305-030-042, located on Walnut Street between Indian and Barnett Avenues
 Project: DPR 19-00014- Industrial Building

REQUESTED ACTION:

1. Open a public hearing on Annexation No. 49 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. 49 the question of annexing such territory and levying of a Special Tax within the area of Proposed Annexation No. 49.
3. Conduct the Special Election relating to Annexation No. 49.
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. 49, and Ordering the Annexation of such territory, and directing the Recording of a Notice of Special Tax Lien.

CONTACT: Matthew Schenk, Director of Finance 

BACKGROUND/DISCUSSION:

DPR 19-00014 is a construction consisting of a 205,830 SF concrete tilt-up industrial building along with required landscaping, parking and improvements on 9.56-acre site located on Walnut Street, between Indian and Barnett Avenues in a Light Industrial zoning district, within the Penis Valley Commerce Center Specific Plan. (See attached Boundary Map).

At its meeting on July 26, 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. 6015 ("Resolution of Intention"), declaring its intention to Annex Certain Territory to the District and setting the date of the public hearing to September 13, 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 ER

Attachments:

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

Consent:

Public Hearing: x

Business Item:

Presentation:

Other:

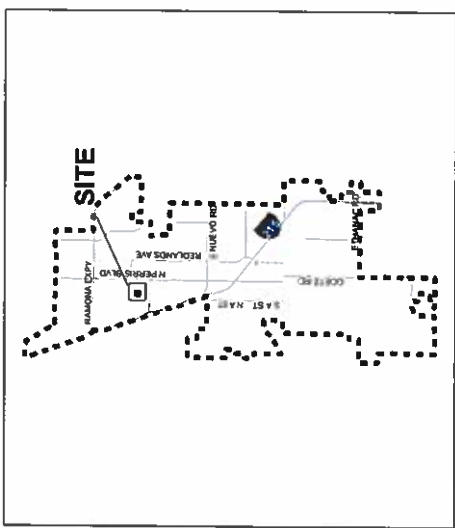
Attachment No. 1

Boundary Map

ANNEXATION MAP NO. 49 TO COMMUNITY FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC SAFETY)

CITY OF PERRIS
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

VICINITY MAP



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. 49, TO COMMUNITY FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC SAFETY), CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING 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

MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	305-030-041
2	305-030-042

BY DEPUTY
COUNTY RECORDER
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

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 19, 2001 IN BOOK 50 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 ASSESSOR'S MAPS FOR THOSE PARCELS LISTED.

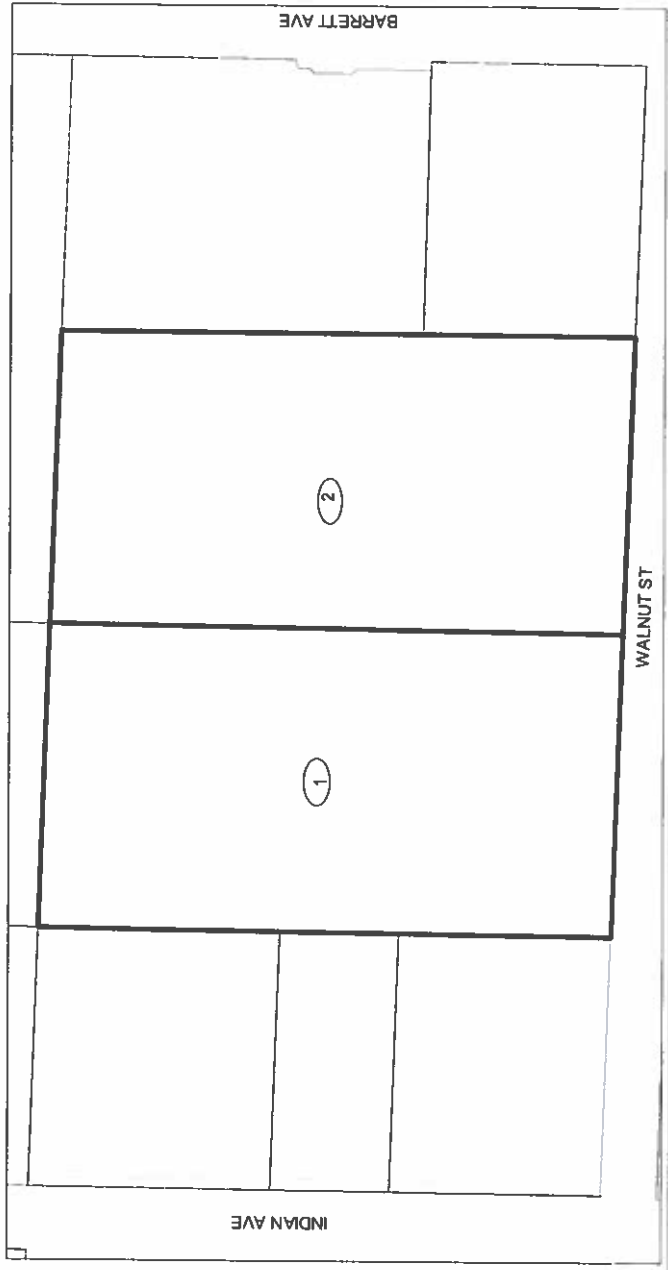
THE RIVERSIDE COUNTY ASSESSOR'S MAPS SHALL GOVERN FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS OR PARCELS.

Legend

-  MAP REFERENCE NUMBER
-  CITY OF PERRIS BOUNDARY



WILLDAN
27368 VIA INDUSTRIA, SUITE #200
TEMECULA, CA 92590
(951) 587-3500



Attachment No. 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. 49 THE QUESTION OF ANNEXING SUCH TERRITORY AND LEVYING OF A SPECIAL TAX WITHIN THE AREA OF PROPOSED ANNEXATION NO. 49

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 July 26, 2022, has heretofore adopted its Resolution No. 6015 (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 September 13, 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 September 13, 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 September 13, 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. 49." 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. 49 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. 49 to the District has been recorded in the Office of the County Recorder of Riverside County, California in Book 89, Page 40 of the Book of Maps of Assessments and Community Facilities Districts (Document Number 2022-0343031).

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. 49.

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. 49 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 September 13, 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. 49 during each of the ninety (90) days preceding the closing of the September 13, 2022 public hearing regarding the levy of the special tax on the territory within Annexation No. 49 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 September 13, 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 13th day of September 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 13th day of September 2022, by the following called vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

City Clerk, Nancy Salazar

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.

RESOLUTION NUMBER XXXX

Exhibit B

**COMMUNITY FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC
SAFETY)
OF THE CITY OF PERRIS, ANNEXATION NO. 49**

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.

RESOLUTION NUMBER XXXX

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. 49

SPECIAL TAX AND APPROPRIATIONS LIMIT ELECTION

September 13, 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 **SBC DP WALNUT LLC**, as owner or authorized representative of such sole owner of 9.56 acres of the land within Community Facilities District No. 2001-3 (North Perris Public Safety) of the City of Perris, Annexation No. 49 (the "Property") and represents **10** 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. 2001-3 (North Perris Public Safety) of the City of Perris, Annexation No. 49 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 September 13, 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. 49 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 2022-2023 is \$371.48 per Single-Family Residential Unit, \$74.29 per Multi-Family Residential Unit and \$1,485.95 per acre for Non-residential Parcels and is subject to an Annual Tax Escalation Factor not to exceed 2.00% annually?

YES
NO

Number of votes: 10
Property Owner: **SBC DP WALNUT LLC**
By: _____

Attachment No. 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. 49 AND ORDERING THE ANNEXATION OF SUCH TERRITORY, THE LEVYING OF A SPECIAL TAX WITHIN THE AREA OF ANNEXATION NO. 49 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 September 13, 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. 49" (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. 6015 adopted on July 26, 2022 (the "Resolution of Intention"); and

WHEREAS, the landowners of record within the Property as of the close of the public hearing held on September 13, 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 September 13, 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 September 13, 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 September 13, 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 13th day of September 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 13th day of September 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. 49**

**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 September 13, 2022, held in

COMMUNITY FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC SAFETY)
OF THE CITY OF PERRIS, ANNEXATION NO. 49

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 13th day of September 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. 49**

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

	Qualified Landowner Votes	Total Votes Cast	YES	NO
City of Perris, Community Facilities District No. 2001-3 (North Perris Public Safety) of the City of Perris, Annexation No. 49, Special Election, September 13, 2022	10	_____	_____	_____

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. 49 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 September 13, 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. 49 pursuant to Article XIIB 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 2022-2023 is \$371.48 per Single-Family Residential Unit, \$74.29 per Multi-Family Residential Unit and \$1,485.95 per acre for Non-residential Parcels and is subject to an Annual Tax Escalation Factor not to exceed 2.00% annually?



11.C.

CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

MEETING DATE: September 13, 2022

SUBJECT: Annexation of parcels into CFD 2018-02 (Public Services District)
– Annexation No. 11
Owner(s): SBC DP Walnut LLC
APN(s): 305-030-041 and 305-030-042, located on Walnut Street
between Indian and Barnett Avenues
Project: DPR 19-00014- Industrial Building

REQUESTED ACTION:

1. Open a public hearing on Annexation No. 11 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. 11 the question of annexing such territory and levying of a Special Tax within the area of Proposed Annexation No. 11.
3. Conduct the Special Election relating to Annexation No. 11.
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. 11, and Ordering the Annexation of such territory, and directing the Recording of a Notice of Special Tax Lien.

CONTACT: Matthew Schenk, Director of Finance 

BACKGROUND/DISCUSSION:

DPR 19-00014 is a construction consisting of a 205,830 SF concrete tilt-up industrial building along with required landscaping, parking and improvements on 9.56-acre site located on Walnut Street, between Indian and Barnett Avenues in a Light Industrial zoning district, within the Penis Valley Commerce Center Specific Plan. (See attached Boundary Map).


At its meeting on July 26, 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. 6016 ("Resolution of Intention"), Declaring its Intention to Annex Certain Territory to the District and setting the date of the public hearing to September 13, 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:

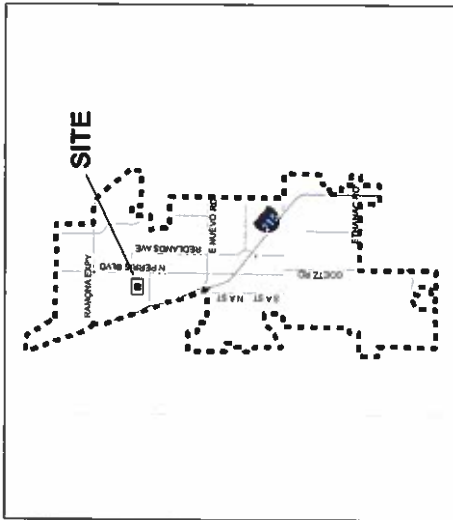
Attachment No. 1

Boundary Map

ANNEXATION MAP NO. 11 TO COMMUNITY FACILITIES DISTRICT NO. 2018-02 (PUBLIC SERVICES DISTRICT)

CITY OF PERRIS
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

VICINITY MAP



MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	305-030-041
2	305-030-042

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. 11, 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.

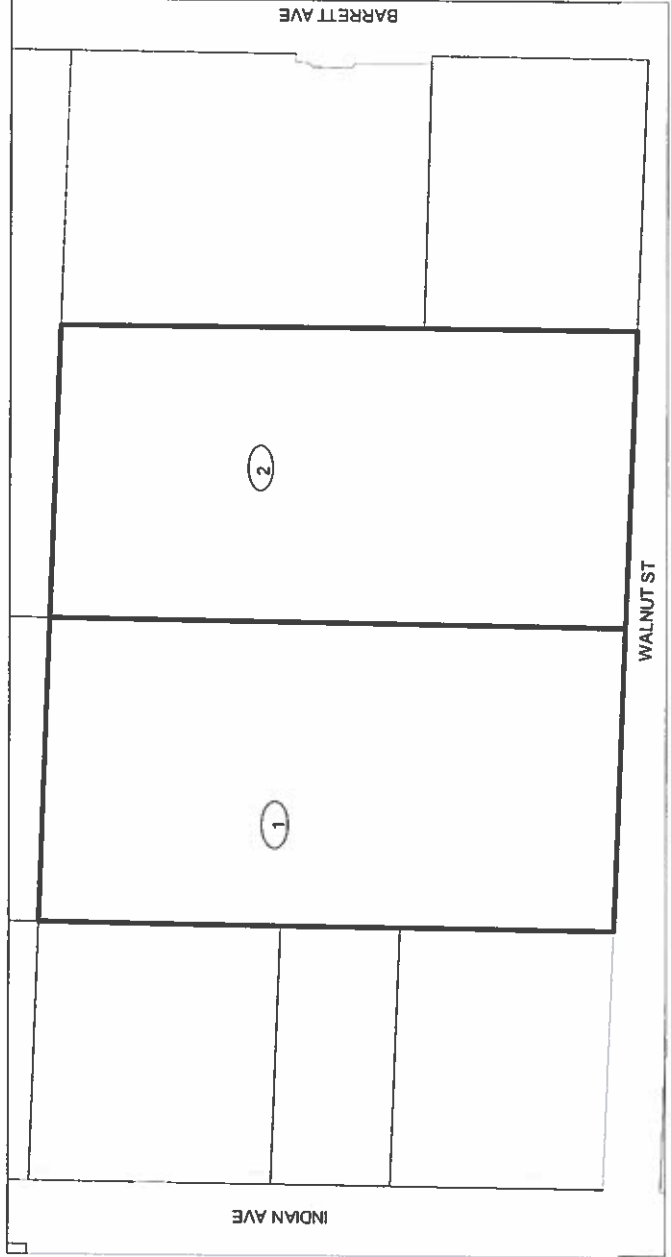
PETER ALDANA, ASSESSOR-COUNTY CLERK-RECORDER

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 23, 2018, IN BOOK 143 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



27588 VIA INDUSTRIA, SUITE #200
FEMECULA, CA 92530
(951) 967-3300

Attachment No. 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. 11 THE QUESTION OF ANNEXING SUCH TERRITORY AND LEVYING OF A SPECIAL TAX WITHIN THE AREA OF PROPOSED ANNEXATION NO. 11

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 July 26, 2022, has heretofore adopted its Resolution No. 6016 (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 September 13, 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 September 13, 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 September 13, 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. 11." 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. 11 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. 11 to the District has been recorded in the Office of the County Recorder of Riverside County, California in Book 89, Page 39 of the Book of Maps of Assessments and Community Facilities Districts (Document Number 2022-0343030).

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. 11.

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. 11 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 September 13, 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. 11 during each of the ninety (90) days preceding the closing of the September 13, 2022 public hearing regarding the levy of the special tax on the territory within Annexation No. 11 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 September 13, 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 XIIB 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 13th day of September, 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 13th day of September, 2022, by the following called vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

City Clerk, Nancy Salazar

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 as 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. 11**

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. 11**

SPECIAL TAX AND APPROPRIATIONS LIMIT ELECTION

September 13, 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 **SBC DP WALNUT LLC**, as owner or authorized representative of such sole owner of 9.56 acres of the land within Community Facilities District No. 2018-02 (Public Services District) of the City of Perris, Annexation No. 11 (the "Property") and represents **10** 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. 11 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 September 13, 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. 11 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: **10**
Property Owner: **SBC DP WALNUT LLC**
By: _____

Attachment No. 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. 11 AND ORDERING THE ANNEXATION OF SUCH TERRITORY, THE LEVYING OF A SPECIAL TAX WITHIN THE AREA OF ANNEXATION NO. 11 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 September 13, 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. 11" (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. 6016 adopted on July 26, 2022 (the "Resolution of Intention"); and

WHEREAS, the landowners of record within the Property as of the close of the public hearing held on September 13, 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 September 13, 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 September 13, 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 September 13, 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 13th day of September, 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 13th day of September, 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. 11**

**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 September 13, 2022, held in

COMMUNITY FACILITIES DISTRICT NO. 2018-02 (PUBLIC SERVICES DISTRICT)
OF THE CITY OF PERRIS, ANNEXATION NO. 11

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 13th day of September, 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. 11**

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

	Qualified Landowner Votes	Total Votes Cast	YES	NO
City of Perris, Community Facilities District No. 2018-02 (Public Services District) of the City of Perris, Annexation No. 11, Special Election, September 13, 2022	10	_____	_____	_____

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. 11 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 September 13, 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. 11 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?



CITY OF PERRIS

CITY COUNCIL AGENDA SUBMITTAL

MEETING DATE: September 13, 2022

SUBJECT: Adjusting compensation for the Mayor, City Councilmembers, and City Clerk

REQUESTED ACTION: That the City Council consider waiving further reading and introducing Ordinance No. (next in order):

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, ADJUSTING THE COMPENSATION FOR THE MAYOR AND MEMBERS OF THE CITY COUNCIL BY AMENDING PERRIS MUNICIPAL CODE SECTION 2.16.010

That the City Council provide direction and consider adopting Resolution No. (next in order):

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS ADJUSTING THE COMPENSATION FOR THE ELECTED CITY CLERK POSITION

CONTACT: Eric Dunn, City Attorney; Robert Khuu, Assistant City Attorney

BACKGROUND/DISCUSSION:

At the July 12, 2022, City Council meeting, an agenda item was requested regarding an adjustment to City Council compensation pursuant to the Government Code. Further, in the past, the City Council has considered adjusting compensation for all elected officials at the same time. As such, this report also discusses the City Clerk's compensation should the City Council desire to make an adjustment to the City Clerk's compensation.

1. Mayor and City Council

Under Government Code Section 36516, City Council monthly compensation can be increased by an amount not to exceed "5 percent for each calendar year from the operative date of the last adjustment of the salary in effect when the ordinance or amendment is enacted." City Council monthly compensation was last adjusted in 2020 using a CPI of 4.96%, which is less than what is authorized by this statutory formula. As such, the maximum that compensation may be increased is 10% since it has been 2 years since the last adjustment. Further, Perris Municipal Code Section

2.03.030 provides that the Mayor receives the same compensation as Councilmembers plus 50% (as authorized by Government Code Section 36516.1).

The attached ordinance increases compensation using the statutory formula; however, the City Council may desire to adjust its monthly compensation by CPI instead, provided that the statutory maximum is not exceeded. CPI for Riverside-San Bernardino-Ontario region (based upon CPI-U 12-month percent changes, all items index, not seasonally adjusted) as of July 2022 is 9.2%, which is less than the maximum authorized under the statutory formula.

An ordinance adjusting compensation may be adopted anytime during the year; however, pursuant to Government Code Section 36516.5, changes do not take effect until one or more Council members commence a new term. If the City Council decides to adopt the ordinance at this time, the change will take effect after new Council terms commence after adoption of the ordinance.

If the ordinance is adopted, the new monthly amounts, depending upon methodology used, would be as follows:

Office	Current	If @ Allowed 10%	If @ CPI of 9.2%
Councilmember	\$1,401.22	\$1,541.34	\$1,530.13
Mayor	\$2,101.82	\$2,312.00	\$2,295.19

2. City Clerk

City Clerk monthly compensation was last adjusted in 2020 pursuant to Government Code Section 36517, which allows for the City Council to set the City Clerk's compensation by ordinance or resolution. The City Clerk's compensation was set at an amount equal to that of Councilmembers (currently \$1,401.22). A new resolution is attached for the Council's consideration and direction on the amount of City Clerk compensation.

If adopted, the resolution would adjust the City Clerk's monthly compensation effective after new Council terms commence after the adoption of the resolution.

RECOMMENDATION:

That the City Council consider waiving further reading and introducing Ordinance No. (next in order) with direction on whether to use the CPI adjustment of 9.2%, the Government Code adjustment of 10%, or some other adjustment not exceeding 5% per year as discussed above.

That the City Council consider adopting Resolution No. (next in order) with direction on compensation for the City Clerk.

BUDGET (or FISCAL) IMPACT: If the CPI adjustment is approved, the increase in total monthly compensation for the entire City Council including the Mayor would be \$709.01. If the Government Code's 10% adjustment is approved, the increase in total monthly compensation for the entire City Council including the Mayor would be \$770.66.

Similarly, if the City Council determines to increase City Clerk compensation to be the same as Councilmember compensation, then the increase in total monthly compensation for the City Clerk is \$128.91 if the CPI adjustment is used. If the 10% adjustment is used, then the increase would be \$140.12 per month.

Prepared by: Robert Khuu, Assistant City Attorney

REVIEWED BY:

City Attorney X

Assistant City Manager _____

Deputy City Manager ER

- Attachments:
1. Ordinance No. (next in order) adjusting Mayor and Council compensation
 2. Resolution No. (next in order) adjusting City Clerk compensation

Consent:

Public Hearing: X

Business Item:

Presentation:

Other:

ATTACHMENT 1

Ordinance No. (next in order) adjusting Mayor and Council compensation

ORDINANCE NO. (next in order)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, ADJUSTING THE COMPENSATION FOR THE MAYOR AND MEMBERS OF THE CITY COUNCIL BY AMENDING PERRIS MUNICIPAL CODE SECTION 2.16.010

WHEREAS, Perris Municipal Code Section 2.16.010 sets City Councilmember compensation at \$1,401.22 per month; and

WHEREAS, as authorized by Government Code Section 36516.1, Perris Municipal Code Section 2.03.030 provides that the Mayor shall receive the same compensation as City Councilmembers plus an additional 50% of the salary amount per month; and

WHEREAS, Government Code Sections 36516 and 36516.5 authorize the City to change the base compensation of the Mayor and Councilmembers in accordance with a statutory formula; provided, however, that any change shall not become effective until one or more Councilmembers commences a new term; and

WHEREAS, the City Council last adjusted the Mayor and City Councilmember compensation pursuant to Ordinance No. 1395 in 2020; and

WHEREAS, the City Council desires to adjust the compensation of the Mayor and Councilmembers in accordance with the Government Code.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PERRIS DOES HEREBY ORDAIN AS FOLLOWS:

Section 1. Recitals Incorporated. The City Council finds the above recitals are true and correct and incorporated herein by this reference as if set forth in full.

Section 2. Adjustment to City Council Compensation. Section 2.16.010 (Councilmember -- Salary) of the Perris Municipal Code is hereby amended to read as follows:

“Section 2.16.010 Councilmember -- Salary

Each member of the city council shall receive a salary of \$1,541.34 per month.”

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 declare 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 30 days after its adoption. The new compensation for the Mayor and City Councilmembers shall be effective after one or more council members begin a new term of office following the adoption of this Ordinance pursuant to Government Code Section 36516.5.

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 ___th day of ___, 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, DO HEREBY CERTIFY that the foregoing Ordinance No. (next in order) was duly adopted by the City Council of the City of Perris at a regular meeting of said Council on the ___ day of _____, 2022, and that it was so adopted by the following vote:

AYES:
NOES:
ABSENT:

City Clerk, Nancy Salazar

ATTACHMENT 2

Resolution No. (next in order) adjusting City Clerk compensation

RESOLUTION NO. (next in order)

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF PERRIS ADJUSTING THE
COMPENSATION FOR THE ELECTED CITY CLERK
POSITION**

WHEREAS, pursuant to Government Code Section 36517 the City Council of the City of Perris has the authority to establish the compensation of the elected city clerk (“Clerk”) by resolution; and

WHEREAS, by Resolution Number 5723, adopted by the City Council on October 27, 2020, the City Council established a monthly stipend of \$1,401.22 per month for the City Clerk for the performance of statutory duties set forth in Perris Municipal Code Chapter 2.09, and certain other benefits provided to the City Clerk; and

WHEREAS, the City Council now desires to increase the City Clerk’s compensation to \$ _____ per month for the performance of statutory duties set forth in Perris Municipal Code Chapter 2.09; and

WHEREAS, the City Council further desires to restate, without change, other benefits provided to the City Clerk in Resolution 5723.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PERRIS AS FOLLOWS:

Section 1. The Clerk shall receive the following compensation:

A. Stipend. The City Clerk shall be paid a stipend of _____ per month as compensation for an elected official performing the limited statutory duties set forth in Perris Municipal Code Chapter 2.09. The stipend shall be paid once a month, no later than the 30th of the month. If the Clerk is requested to perform the duties of an elections official as set forth in the Elections Code, the Clerk may be compensated at an hourly rate to be set by the City Council.

B. Benefits. The Clerk shall be provided a vehicle allowance of Three Hundred Dollars (\$300.00) per month, and shall be provided medical and retirement (PERS) benefits at a rate equivalent to the members of the City Council.

C. Expenses. The Clerk shall be reimbursed for actual and necessary expenses incurred in the performance of the Clerk’s duties. Proof of such expenses in the form of receipts, etc., shall be provided to the City Manager, or his or her designee, before the City shall make a disbursement to the Clerk. Travel expenses shall require prior approval from the City Manager.

Section 2. The compensation provided herein shall be effective upon the date that new City Council terms commence following the adoption of this Resolution.

Section 3. Resolution Number 5723 is hereby repealed to the extent it conflicts with this Resolution.

ADOPTED, SIGNED and APPROVED this 13th day of September, 2022.

Michael M. Vargas, Mayor

ATTEST:

City Clerk, Nancy Salazar

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

I, Nancy Salazar, City Clerk of the City of Perris, California, do hereby certify that the foregoing Resolution No. (next in order) was duly and regularly adopted by the City Council of the City of Perris at a regular meeting thereof held on the 13th day of September, 2022 by the following vote:

Ayes:
Noes:
Absent:
Abstain:

City Clerk, Nancy Salazar



12.A.

CITY OF PERRIS

CITY COUNCIL AGENDA SUBMITTAL

MEETING DATE: September 13, 2022

SUBJECT: American Rescue Plan Act (ARPA) – Status Report

REQUESTED ACTION: Approve the Updated Amounts of ARPA Funds

CONTACT: Matthew Schenk, Director of Finance *ms*

BACKGROUND/DISCUSSION:

On March 11, 2021, President Biden signed the American Rescue Plan Act of 2021 (ARPA) into law. Major goals of the \$1.9 trillion package were to combat the Covid-19 pandemic and reinvigorate the economy. The ARPA package involved a direct allocation of \$350 billion for fiscal relief for states, counties, and metropolitan cities.

Based upon a pre-determined formula, the City of Perris was allocated \$22,171,505, which the City received in two instalments of \$11,085,752.50 on May 19, 2021, and \$11,085,752.50 on June 6, 2022.

On August 26, 2021, the City Council approved uses of the ARPA funds based on the requests made by the various departments for City projects. Contained below are the status of the approved projects, the ARPA allocations for the projects, amount of the allocations spent as of June 30, 2022, and the unspent balance of the allocated funds carried forward to fiscal year 2022/2023.

STATUS OF EXPENDITURES OF THE ARPA ALLOCATED FUNDS

Finance

The Council approved ARPA allocation of \$3,964,046 to recoup General Fund revenues lost because of the Covid-19 pandemic based on the calculation performed using the approved worksheet provided by CSMFO and the League of Cities. Of the \$3,964,045 allocated amount, \$2,973,034 was used to back-fill the General Fund revenues for 2021/2022 fiscal year while the remaining balance of \$991,011 will be used in fiscal year 2022/2023 to shore up General Fund revenues consistent with ARPA regulations.

Development Services

Development Services Department was allocated ARPA funding of \$30,000 for **Accela Software – Planning Online Platform** project to enhance the web-based capability of the department's

operational software. The entire allocation of \$30,000 will be carried forward to 2022/2023 fiscal year because there was no expenditure on the project as of June 30, 2022.

Public Works

Public Works was allocated a net amount of ARPA funding of \$407,000 for Sewer Repairs. The department expended \$53,450 as of June 30, 2022. Public Works indicated that the ARPA funds are not needed anymore for the project and should be reallocated for other projects. Staff will carry forward the unexpended balance of \$353,550 to the 2022/2023 fiscal year and make the funds available for reallocation to other projects.

The **4th Street Lift Repair** project was allocated \$253,000 of ARPA funding to install a lift station in low areas within the sewer system that do not allow the sewer to flow downstream without assistance. As of June 30, 2022, total expenditure on the project was \$190,587 and the remaining balance of \$62,413 represents carried forward amount for fiscal year 2022/2023.

The **Sewer Maintenance** projects got ARPA allocation of \$160,000 to clear out heavy debris, grease deposits, and root intrusion that are constricting the sewer lines. The entire amount of \$160,000 will be carried forward to fiscal year 2022/2023 for the Sewer Maintenance project.

The Council also allocated \$250,000 to Public Works for **City-wide Covid-19 Expenses** including supplies, sanitation services, Covid-19 related staffing costs and personal protective equipment (PPE). The total amount spent as of June 30, 2022, was \$44,829 while the remaining balance of \$205,171 represents the carried forward amount for 2022/2023 fiscal year.

Information Technology

The Council approved allocation of \$140,000 for the **Fiber Master Plan** to provide required infrastructure for the implementation of LTE/Wi-Fi or broadband. The Fiber Master Plan will provide fiber cables throughout the City starting from Metz Park. The Fiber Master plan also includes payment for hardware upgrades, radio antennas, and network upgrades. Total expenditures on the project as of June 30, 2022, was \$15,488 and the remaining unexpended balance of \$124,512 represents the roll forward amount for fiscal year 2023/2023.

The Information Technology Department received ARPA allocation of \$129,000 for the **Trenching for Master Plan** project. The total expenditure on the project as of June 30, 2022, was \$19,885. Staff will roll forward the remaining balance of \$109,115 to the 2022/2023 fiscal year to complete the project.

The amount of \$100,000 of ARPA funding was for **Upgrade of Internal City Cabling** project to meet 10GB standards. The expended amount as of June 30, 2022, was \$46,740. Staff will roll forward the unspent balance of \$53,260 to the 2022/2023 fiscal year for the project. Staff also determined that an additional amount of \$50,000 is required to complete the project.

The Council also approved \$197,964 for the **10GB Internet ISP Upgrade** project to enable service upgrades from one (1) gigabyte (GB) to 10 GB speeds to maximize network connectivity. IT Department expects to commence the project in fiscal year 2022/2023. Staff will therefore roll forward the entire allocated amount of \$197,964 to the fiscal year 2022/2023 to perform the project.

The Information Technology Department also received ARPA allocation of \$150,000 for the **10 GB Back Bone** project to install eight network switches, one main core switch for higher network speeds and one domain server upgrade for the network software. The total expenditure on the project as of June 30, 2022, was \$102,864 while the remaining balance of \$47,136 represents the roll forward amount for 2022/2023 fiscal year.

For the **Broadband Wi-Fi at Parks and Downtown** project, the Council approved \$1,435,000 ARPA funding to install broad band capability beginning at Metz Park to other locations within the City. The project will commence in fiscal year 2022/2023. Staff will carry forward the entire allocated amount of \$1,435,000 to fiscal year 2022/2023 for the project.

The **Building Broadband Infrastructure Upgrade** project got ARPA allocation of \$100,000 for installation of broadband technology. The entire amount will be carried forward to the 2022-2023 fiscal year for the project. The Information Technology Department requested for additional \$40,000 to augment the allocated amount to complete the project.

Economic Development

The **Downtown Perris Skills Training and Job Placement Center** project received ARPA allocation of \$2,947,779 as part of the required funds for the construction of a 13,722 square foot building on City-owned property in Downtown Perris. Total expenditure on the project as of June 30, 2022, was \$256,559. The unspent allocated balance of \$2,691,220 will be carried forward to 2022/2023 fiscal year for the project.

The Council approved ARPA allocation of \$856,441 for the City's **Homelessness Services** program. Due to the reassessment of the program, the Economic Development Department requested for reallocation of \$482,284 from the Small Business Assistance program to the Homelessness Services program which resulted in a total allocation of \$1,228,882 for the Homelessness Services program. The amount expended under the program was \$109,843 as of June 30, 2022, while the balance of \$1,228,882 represents the roll forward amount for the program.

The **Rent/Mortgage Assistance** program received ARPA allocation of \$400,000 out of which expended amount was \$125,266 as of June 30, 2022. The remaining allocated balance of \$274,734 will be carried forward to continue the program in the 2022/2023 fiscal year.

The Council further approved ARPA allocation of \$250,000 for the City's **Business Startup Assistance** program which includes provision of loan and grant funding, technical assistance, and workshops to those in need of guidance in the crucial early phases of starting a new business. The entire allocated amount of \$250,000 will be carried forward to fiscal year 2022/2023.

The **Small Business Assistance** program had an approved ARPA allocation of \$1,000,000 in response to the Covid-19 pandemic and associated stay-at-home orders, and their effects on the business community. The program offers a maximum of \$10,000 loans to businesses that exhibit a decline in revenues during the months following March of 2020. Staff performed a reassessment of the program and determined that \$482,284 should be reallocated to the Homelessness Services program which reduced the total ARPA funds for the Small Business Assistance program to \$517,716. The total expenditure under the program was \$30,523 as of June 30, 2022. The unspent allocated balance of \$487,193 will be carried forward to the 2022/2023 fiscal year for the program.

The Council approved ARPA allocation of \$250,000 for the **Commercial Façade Improvement** program, which provides grant funding to qualified applicants for enhancements and/or repair of external façade aesthetics in the high-profile corridor throughout the City. The entire allocated amount of \$250,000 will be carried forward to fiscal year 2022/2023.

Community Services

The Council approved ARPA allocation of \$500,000 for the **227 North “D” Street Building Tenant Improvements** project involving the renovation of existing community facility space at 227 N D Street building for **Early Childhood Development** and **recreation classes**. Total cost on the project as June 30, 2022, was \$15,365. Staff reassessed the project and determined that the unspent balance of \$484,636 is not needed anymore and should be available for reallocation for other projects. The unspent allocated balance of \$484,635 will be carried forward to 2022/2023 fiscal year and available for reallocation to other projects.

The **Enchanted Hills Park Improvement** project received \$3,161,798 ARPA funding for the construction of a splash pad feature (Rocky Rain Tower) at the Enchanted Hills Park. As of June 30, 2022, total expenditure on the project was \$932,623 and the carry forward balance is \$2,229,175.

The total ARPA allocation for the **Foss Field Improvements** project amounted to \$567,900. The allocation was to 1) upgrade the existing basketball backboards with tempered glass, 2) add picnic shelters and site furnishing (hot ash containers, picnic tables, trash receptables) to the park and 3) renovate the existing tennis court with lighting. Total expenditure on the project was \$12,684 as of June 30, 2022, and the unspent balance of \$555,216 represents the carry forward balance for the project.

The Council approved \$427,100 ARPA funding for the **Mercado Park Improvements** project to upgrade the playground surfacing, install a new water circulation system with an operating sensor and add new features for the Mercado Splash Pad. Total expenditures on the project amounted to \$53,982 as of June 30, 2022, and the carry forward unspent allocation is \$373,118. Staff determined that the amount of \$44,000 out of the carried forward unspent allocation will be available for reallocation to other projects because the amount is not needed anymore for the project.

The **Perris Green City Farm** project received \$225,000 ARPA allocation for 1) the installation of new solar panels for power and site lighting, 2) greenhouse for produce planters, 3) purchase of working station tables with concrete resurfacing, and 4) installation of an outdoor demonstration kitchen with a seating area. The entire allocated amount of \$225,000 represents the carry forward balance for the project. The recent price quotation received from contractors for the project revealed that an additional amount of \$225,000 is needed to complete the project to specification.

The **Rotary Park Improvement** project had ARPA allocation of \$190,000 for upgrade to park furnishings (hot ash containers, picnic tables, trash receptables, basketball backboards, and baseball backstops), and to resurface the playground materials. Total expenditure on the project as of June 30, 2022, was \$39,123 while the unexpended allocated balance of \$150,877 represents the roll forward balance for the project.

The Council approved allocation of \$190,00 ARPA funding for the **Cooper Creek Park Improvement** project to renovate existing basketball courts with lighting and install new site furnishings including hot ash containers, picnic tables and trash receptacles in the park. In line with the Parks & Recreation Committee recommendation, staff proposed additional ARPA allocation of \$567,186 for the project.

The **Paragon Park Improvement** project received \$1,645,000 ARPA allocation for the 1) renovation of the existing skate park, and 2) installation of a new picnic shelter, site furnishings (including hot ash containers and trash receptacles), and basketball backboards. Total expenditure as of June 30, 2022, was \$401 and the unspent balance was \$1,644,599. Staff will roll forward the unspent balance to the 2022/2023 fiscal year.

The **Senior Center Tenant Improvement** project received ARPA allocation of \$575,000 to expand the multipurpose and nutrition room at the Perris Senior Center. The entire allocated amount of \$575,000 represents the roll forward balance because the project will commence in the 2022/2023 fiscal year.

The **Banta Beatty Park** project had ARPA allocation of \$1,500,000 for the removal of the existing Banta Beatty Park, which is located adjacent to the Perris Senior Center. Community Services Department expects to commence the project in 2022/2023 fiscal year and therefore requested a roll forward of the amount to the 2022/2023 fiscal year.

The Community Services Department also received ARPA allocation of \$20,000 for the **Additional Trees at Paragon and Rotary Park** project. Total expenditure as of June 30, 2022, was \$14,720. Staff will carry forward the unspent balance of \$5,280 to the 2022/2023 fiscal year to complete the project.

Cesar E. Chavez Perris Library

The Council approved \$1,000 for the Cesar E. Chavez Perris Library **Preschool Storytime** event designed to foster early childhood literacy, as well as mirror best practices for parents attempting to support early literacy growth at home. The City has fully disbursed the allocated amount of \$1,000 to the library.

The Council also allocated \$2,000 to the Library for **Family Night** event designed to get the entire family involved with the library, support lifelong literacy and family engagement. The City disbursed the allocated amount of \$2,000 to the library.

The Library's **Teen Night** program got allocation of \$2,000 to enable the library focus on crafts and games designed to foster creativity and engagement while teaching appropriate social interactions. The Teen night events offer a variety of components including STEAM activities, agriculture projects, and crafts maker demonstrations. The City disbursed the allocated amount of \$2,000 to the library.

Finally, the Council approved ARPA allocation of \$12,000 to the Library for the **STEAM Programs**, which involves science events, computer classes, coding classes, and makers space opportunities for the Perris community. The City has fully disbursed the allocated amount of \$12,000 to the library.

Community Service's Programs

The **Summer Day Camp** program received \$78,478 ARPA funding for the summer programs. Total expenditure on the project was \$1,820 as of June 30, 2022. Staff will carry forward the unspent balance of \$76,658 to the 2022/2023 fiscal year to executive the program.

The Community Services Department also received ARPA allocation of \$50,000 for the **Child Care Services program**. Staff will carry forward the entire allocated amount of \$50,000 to the 2022/2023 fiscal year for the program.

Public Health

The Public Health division received ARPA allocation of \$4,000 for **Covid-19 Self Tests Kits**. There were no expenditures as of June 30, 2022, under the category. Staff will carry forward the entire allocated amount of \$4,000 to the 2022/2023 fiscal year.

In summary, the total ARPA amount received as of June 2022 was \$22,171,505, out of which the City has expended \$5,056,786 under the various approved projects. Staff will carry forward the unexpended balance of \$17,114,719 to the 2022/2023 fiscal year.

The City has up to December 31, 2024 to spend the entire amount for the allowable projects.

BUDGET (or FISCAL) IMPACT: The unspent ARPA allocated amounts will be included in the fiscal year 2022/2023 budget under the Special Revenues Fund accounts.

Prepared by: Stephen Ajobiewe, Finance Manager

REVIEWED BY:

City Attorney _____
Assistant City Manager _____
Finance Director ER

Attachment:

1. Status of ARPA Allocations and Expenditures as of June 30, 2022

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

ATTACHMENT 1

STATUS OF ARPA ALLOCATIONS AND EXPENDITURES AS OF JUNE 30, 2022

REVISED ARPA ALLOCATION - 9/13/2022

Approved Uses	Calendar Year 2021 & 2022	Calendar Year 2023 & 2024	Total Allocation	Expenditures to Date	Amount to be Carried Forward	Proposed Reallocation	Total Allocation
Finance:							
(a) General Fund Revenue Back-Fill	\$ 3,964,045	\$ -	\$ 3,964,045	\$ 2,973,035	\$ 991,011		\$ 991,011
Development Services:							
(a) Accela Software - Planning Online Platform	-	-	30,000	-	30,000		30,000
Public Works:							
(a) Sewer Repairs - Category 5	350,000	345,000	407,000	53,450	353,550	353,550	-
(b) 4th Street Lift Repairs	253,000	-	253,000	190,587	62,413	-	62,413
(c) Sewer Maintenance	-	10,000	160,000	-	160,000	-	160,000
(d) Covid Expenses - Supplies, Sanitation, etc.	125,000	125,000	250,000	44,829	205,171	-	205,171
Information Technology:							
(1) Wi-Fi/Broadband Upgrade							
(a) Fiber Master Plan	100,000	-	140,000	15,488	124,512	-	124,512
(b) Trenching for Master Plan	-	-	129,000	19,885	109,115	-	109,115
(c) Upgrade of Internal City Cabling - 10GB Standards	100,000	-	100,000	46,740	53,260	(50,000)	103,260
(d) 10 GB Internet ISP Upgrade	-	197,964	197,964	-	197,964	-	197,964
(e) 10 GB Back Bone	146,115	3,885	150,000	102,864	47,136	-	47,136
(f) Broadband Wi-Fi at Parks and Downtown	-	1,435,000	1,435,000	-	1,435,000	(40,000)	1,435,000
(g) Building Broadband Infrastructure Upgrade	-	-	100,000	-	100,000	-	140,000
Economic Development:							
(a) Skills Center Budget Gap	1,789,984	1,157,795	2,947,779	256,559	2,691,220	-	2,691,220
(b) Homelessness Services	477,245	379,196	1,338,725	109,843	1,228,882	-	1,228,882
(c) Rent/Mortgage Assistance	200,000	200,000	400,000	125,266	274,734	-	274,734
(d) Business Startup Assistance	-	250,000	250,000	-	250,000	-	250,000
(e) Small Business Assistance	800,000	200,000	517,716	30,523	487,193	-	487,193
(f) Commercial Façade Improvement Program	250,000	-	250,000	-	250,000	-	250,000
Community Services:							
(a) Early Childhood Classroom	40,000	460,000	500,000	15,364	484,636	484,636	-
(b) Enchanted Hills Park Improvement	3,161,798	-	3,161,798	932,623	2,229,175	-	2,229,175
(c) Foss Field Park Improvement	102,500	465,400	567,900	12,684	555,216	-	555,216
(d) Mercado Park Improvement	116,780	310,320	427,100	53,982	373,118	44,000	329,118
(e) Perris Green City Farm	75,000	150,000	225,000	-	225,000	(225,000)	450,000
(f) Rotary Park Improvement	190,000	-	190,000	39,123	150,877	-	150,877
(g) Copper Creek Park Improvement	65,000	125,000	190,000	-	190,000	(567,186)	757,186
(h) Paragon Park Improvement	230,000	1,415,000	1,645,000	401	1,644,599	-	1,644,599

REVISED ARPA ALLOCATION - 9/13/2022

Approved Uses	Calendar Year 2021 & 2022	Calendar Year 2023 & 2024	Total Allocation	Expenditures to Date	Amount to be Carried Forwarded	Proposed Reallocation	Total Allocation
(j)Senior Center Tenant Improvement	-	575,000	575,000	-	575,000	-	575,000
(j)New Banta Beatty Park	-	1,500,000	1,500,000	-	1,500,000	-	1,500,000
(k)Additional Trees at Paragon and Rotary Park	20,000	-	20,000	14,720	5,280	-	5,280
Cesar E. Chavez Perris Library:							
(a)Preschool Storytime	1,000	-	1,000	1,000	-	-	-
(b)Family Night	2,000	-	2,000	2,000	-	-	-
(c)Teen Night	2,000	-	2,000	2,000	-	-	-
(d)STEM Programs	12,000	-	12,000	12,000	-	-	-
Community Service's Programs							
(a) Summer Day Camp	-	-	78,478	1,820	76,658	-	76,658
(b) Child Care Services	50,000	-	50,000	-	50,000	-	50,000
Public Health:							
(a) Covid-19 Self Tests Kits	-	-	4,000	-	4,000	-	4,000
TOTAL	\$ 12,623,467	\$ 9,304,560	\$ 22,171,505	\$ 5,056,786	\$ 17,114,719	\$ -	\$ 17,114,719