AGENDA
TUESDAY, OCTOBER 27, 2009
BOARD OF SUPERVISORS – COUNTY OF RIVERSIDE
1st FLOOR – COUNTY ADMINISTRATIVE CENTER
4080 Lemon Street, Riverside, California
(Clerk 951-955-1060)

9:00 A.M.

Invocation by Chaplain Jim Clizbe, Riverside Sheriff's Department

Pledge of Allegiance to the Flag

Presentation of Proclamation for Weatherization Day to Lois Carson, Community Action Partnership

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OPENING COMMENTS:

BOARD MEMBERS

EXECUTIVE OFFICER

STATE BUDGET UPDATE

ADMINISTRATIVE ACTION:

1.1 CLERK OF THE BOARD: Proof of Publications.

The following items do not require specific Board action unless the matter is appealed.

1.2 TRANSPORTATION & LAND MANAGEMENT AGENCY/PLANNING: TENTATIVE TRACT MAP 30972 – Discovery Development, LLC – Homeland Zoning Area – Harvest Valley/Winchester Area Plan – 3rd District, 72.1 gross acres, 91 residential lots, SP260 Zoning, Schedule A. First Extension of Time approved by the Planning Commission.

CONSENT CALENDAR: Presented for Block Approval: Supervisors have the option of excluding discussion items from a master motion.

2.1 SUPERVISOR STONE: Appointment to the Workforce Investment Board.

2.2 COMMUNITY ACTION PARTNERSHIP OF RIVERSIDE COUNTY: Approval of the Proclamation of October 30, 2009 as Weatherization Day.

2.3 REGISTRAR OF VOTERS: Approval of Election Services for the Valley Health System Special Measure Election.

2.4 TRANSPORTATION & LAND MANAGEMENT/TRANSPORTATION: Adoption of Resolution 2009-292, Summarily vacating the right to accept a portion of an unnamed road in the Pinyon Pines area, 4th District.

POLICY CALENDAR: Presented for Block Approval; Supervisors have the option of excluding discussion items from a master motion.

3.1 SUPERVISOR BUSTER: Adoption of Resolution 2009-287, Endorsing the READY, SET, GO Program for Riverside County.

3.2 SUPERVISOR BUSTER: First District Use of Community Improvement Designation Funds for the 15th Annual Santa Margarita River Watershed, and Budget Adjustments. (4/5 vote required)

3.3 SUPERVISOR TAVAGLIONE: Second District Use of Community Improvement Designation Funds to the Riverside County Peace Officer's Memorial Foundation, and Budget Adjustments. (4/5 vote required)

3.4 SUPERVISOR TAVAGLIONE: Second District Use of Community Improvement Designation Funds to Riverside Against Drugs (RAD), and Budget Adjustments.

3.5 SUPERVISOR TAVAGLIONE: Second District Use of Community Improvement Designation Funds to the City of Corona, and Budget Adjustments. (4/5 vote required) (3.1 of 10/20/09)

3.6 SUPERVISOR TAVAGLIONE: Second District Use of Community Improvement Designation Funds to the Santiago High School Aquatic Booster Club, and Budget Adjustments. (4/5 vote required) (3.2 of 10/20/09)

3.7 SUPERVISOR TAVAGLIONE: Second District Use of Community Improvement Designation Funds to the 100 Mile Club, and Budget Adjustments. (4/5 vote required) (3.3 of 10/20/09)

3.8 SUPERVISOR TAVAGLIONE: Second District Use of Community Improvement Designation Funds to Jurupa Valley High School Choir Program, and Budget Adjustments. (4/5 vote required) (3.4 of 10/20/09)

3.9 SUPERVISOR TAVAGLIONE: Second District Use of Community Improvement Designation Funds to the Safe House, and Budget Adjustments. (4/5 vote required) (3.5 of 10/20/09)

3.10 SUPERVISOR STONE: Third District Use of Community Improvement Designation Funds to

the Riverside County Regional Medical Center Foundation, and Budget Adjustments. (4/5 vote required)

3.11 SUPERVISOR STONE: Third District Use of Community Improvement Designation Funds to the Idyllwild Help Center, and Budget Adjustments. (4/5 vote required) (3.6 of 10/20/09)

3.12 SUPERVISOR STONE: Third District Use of Community Improvement Designation Funds to the Economic Development Agency, and Budget Adjustments. (4/5 vote required) (3.7 of 10/20/09)

3.13 SUPERVISOR STONE: Third District Use of Community Improvement Designation Funds to the Family Services Association/Daybreak Adult Day Services, and Budget Adjustments. (4/5 vote required) (3.8 of 10/20/09)

3.14 SUPERVISOR STONE AND SUPERVISOR ASHLEY: Third and Fourth District Use of Community Improvement Designation Funds to the Riverside County Code Enforcement, and Budget Adjustments. (4/5 vote required)

3.15 SUPERVISOR STONE: Review and Evaluate Deposit-Based Fees for Entitlement in the County of Riverside. (3.9 of 10/20/09)

3.16 EXECUTIVE OFFICE: Approval of Revisions to Board Policy A-30 and B-3.

3.17 EXECUTIVE OFFICE: Adoption of Resolution 2009-315, Approving the Form of and Authorizing the Execution and Delivery of a Purchase and Sale Agreement and related documents with respect to the sale of the seller's Proposition 1A Receivable from the state; and directing the authorizing of certain other actions in connection therewith.

3.18 EXECUTIVE OFFICE: Approval of the Assessment Appeals Stipend and Reimbursement Policy; INTRODUCTION OF ORDINANCE 510.7, an Ordinance of the County of Riverside amending Ordinance 510 Providing for Assessment Appeals Board Members and Hearing Officers. (3.13 of 10/20/09)

3.19 EXECUTIVE OFFICE: Receive & File Quarterly Report on SCRAPE Update regarding Take Home Car Policy and Early Retirement Impacts. (Department requests Continuance to November 3, 2009)

3.20 COMMUNITY HEALTH AGENCY/ENVIRONMENTAL HEALTH: Adoption of Resolution 2009-309, Establishing an Independent Hearing Officer to Consider Appeals and Hearings Related to Solid Waste Regulation and Enforcement.

3.21 COMMUNITY HEALTH AGENCY/ENVIRONMENTAL HEALTH: Acceptance of the Grant Agreement with Department of Health and Human Services – Food and Drug Administration and Approval of Budget Adjustments. (4/5 vote required) (3.17 of 10/20/09)

3.22 ECONOMIC DEVELOPMENT AGENCY: Approval of the Seventh Amendment to Lease – Community Health Agency and Approval of a Budget Adjustment, Riverside, 2nd District. (4/5 vote required)

3.23 ECONOMIC DEVELOPMENT AGENCY: Approval of the First Amendment to Lease – District Attorney's Office, Murrieta, 3rd District.

3.24 ECONOMIC DEVELOPMENT AGENCY: Approval of the Revenue Lease – Department of

Mental Health, Indio, 4th District.

3.25 ECONOMIC DEVELOPMENT AGENCY: Approval of the First Amendment to the Loan Agreement with Habitat for Humanity Inland Valley for the Use of Neighborhood Stabilization, 1st, 3rd, 5th Districts.

3.26 ECONOMIC DEVELOPMENT AGENCY: Approval of the First Amendment to the Loan Agreement with Habitat for Humanity for Riverside for the Use of Neighborhood Stabilization, 2nd District.

3.27 ECONOMIC DEVELOPMENT AGENCY: Approval of the Professional Services Agreement with HDR Architecture, Inc. for Energy Efficiency & Conservation Block Grant.

3.28 ECONOMIC DEVELOPMENT AGENCY: Acceptance and Award of the Construction Contract to the low responsive bidder Erickson-Hall Construction Co. for the Mesa Verde Community and Childcare Center Project, 4th District.

3.29 ECONOMIC DEVELOPMENT AGENCY: Approval of the Sixth Amendment to Lease with Cove Communities Senior Association for Office on Aging, Palm Desert, and Approval of a Budget Adjustment, 4th District. (4/5 vote required) (3.24 of 10/20/09)

3.30 ECONOMIC DEVELOPMENT AGENCY: Approval of the Second Amendment to Lease with Perris Investment Trust for the Probation Department, and Approval of a Budget Adjustment Perris, 5th District. (4/5 vote required) (3.25 of 10/20/09)

3.31 ECONOMIC DEVELOPMENT AGENCY: Approval of the Second Amendment to Lease – Department of Mental Health, and Approval of a Budget Adjustment, Perris, 5th District. (4/5 vote required) (3.28 of 10/20/09)

3.32 ECONOMIC DEVELOPMENT AGENCY: Approval of the Recommendations Regarding Identified Parking Issues. (3.6 of 10/06/09)

3.33 ECONOMIC DEVELOPMENT AGENCY AND RIVERSIDE COUNTY INFORMATION TECHNOLOGY: Approval of the Architectural and Engineering Services Agreement with Holt Architects for the Blythe Riverside County Information Technology Communications Facility, 4th District.

3.34 FIRE/OES: Approval of the FY09 United States Department of Homeland Security Grant Program; Adoption of Resolution 2009-297, Acceptance of Award and Approved Projects; and Approval of Budget Adjustments. (4/5 vote required) (3.31 of 10/20/09)

3.35 HUMAN RESOURCES: Approval of the 2010 Local Advantage Plus and Local Advantage Blythe Dental Plans – Summary Plan Document and Fee Schedule.

3.36 HUMAN RESOURCES: Approval of the 2010 Freedom Dental Plan Revised Summary Plan Document.

3.37 MENTAL HEALTH: Authorization for the Purchasing Agent and Director of Mental Health or a designee to sign Agreements with educational institutions.

3.38 OFFICE ON AGING: Approval of the Title III Medicare Improvements for Patients and Provider MIPPA Grant for FY 2009-11 with the California Department of Aging. (4/5 vote required)

3.39 PUBLIC SOCIAL SERVICES: Approval of the Agreement with Intergraph for the Maintenance of Geomedia Software without seeking competitive bids.

3.40 RIVERSIDE COUNTY REGIONAL MEDICAL CENTER: Approval of the Proposed Purchase of two Alcon Purepoint Eye Lasers, without seeking competition for Riverside County Regional Medical Center.

3.41 SHERIFF-CORONER-PA: Approval of Extra Duty Rates for FY 2009-10.

3.42 SHERIFF-CORONER-PA: Approval of the School Resource Officer Agreement with the Riverside County Superintendent of Schools, 3rd District and Approval of Budget Adjustments. (4/5 vote required)

3.43 SHERIFF-CORONER-PA: Approval of the First Amendment to the Law Enforcement Services Agreement with the City of Palm Desert and Adoption of Resolution 440-8823, and Approval of Budget Adjustments, 4th District. (4/5 vote required) (3.51 of 10/20/09)

3.44 SHERIFF-CORONER-PA: Approval of an Appropriation of Homeland Security Grant Program Funds for the purchase of a Bomb Robot and Approval of Budget Adjustments. (4/5 vote required) (3.52 of 10/20/09)

3.45 SHERIFF-CORONER-PA: Approval of the 2009 Justice Assistance Grant (JAG) Award from the United States Department of Justice and Approval of Budget Adjustments. (4/5 vote required) (3.60 of 10/20/09)

3.46 TRANSPORTATION & LAND MANAGEMENT AGENCY/TRANSPORTATION: Approval of Contract Change Order No. 3 with Sukut-Myers Joint Venture for the replacement of the River Road Bridge over the Santa Ana River, Norco area, 2nd District.

3.47 TRANSPORTATION & LAND MANAGEMENT AGENCY/TRANSPORTATION: Approval of Amendment No. 1 to the Cooperative Agreement with the State of California Department of Transportation for the preparation of environmental and design documents for improvements at the Scott Road/Interstate 215 Interchange, 3rd District.

3.48 TRANSPORTATION & LAND MANAGEMENT AGENCY/TRANSPORTATION: Acceptance of the low bid of DBX, Inc. and the Award of Contract for the Construction of Traffic Signal and Lighting, at Limonite Avenue and Lucretia Avenue, Mira Loma area, 2nd District.

3.49 TRANSPORTATION & LAND MANAGEMENT AGENCY/TRANSPORTATION: Acceptance of the low bid of All American Asphalt of Corona and Award of Contract for the Reconstruction and Resurfacing of Menifee Road from San Jacinto Avenue to Nuevo Road, Nuevo area, 5th District.

3.50 ECONOMIC DEVELOPMENT AGENCY: Approval of the Construction Agreement with W.L. Butler Construction, Inc. for the Riverside Centre Building, Fourth Floor – Tenant Improvement Project; and Approval of the Project Budget, 2nd District.

Following items need to be excluded from a master motion; it needs to be acted on

separately:

3.51 TREASURER-TAX COLLECTOR: Adoption of Resolution 2009-314 – Beaumont Unified School District, 2008 Election of 2008, General Obligation Bonds.

REDEVELOPMENT AGENCY MEETING:

4.1 Acceptance of Notice of Completion – Rubidoux Boulevard Street Improvement Project Phase I, 2nd District.

4.2 Acceptance of Notice of Completion – Limonite Avenue Street Improvement Project Phase IV, 2nd District.

RIVERSIDE COUNTY PUBLIC FINANCING AUTHORITY:

5. (No Business)

INDUSTRIAL DEVELOPMENT AUTHORITY MEETING:

6. (No Business)

IN-HOME SUPPORTIVE SERVICES PUBLIC AUTHORITY:

7. (No Business)

COMMUNITY FACILITIES DISTRICT'S LEGISLATIVE BODY MEETING:

8.1a EXECUTIVE OFFICE: Adoption of Resolution No. CFD 2009-13, Resolution of Community

Facilities District No. 87-1 (South A Street) of the County of Riverside, Authorization of Judicial Foreclosure Action, 1st District.

8.1b EXECUTIVE OFFICE: Adoption of Resolution No. CFD 2009-14, Resolution of Community Facilities District No. 87-5 (Wild Rose) of the County of Riverside, Authorization of Judicial Foreclosure Action, 1st District.

8.1c EXECUTIVE OFFICE: Adoption of Resolution No. CFD 2008-15, Resolution of Community Facilities District No. 88-4 (Winchester Ranch) of the County of Riverside, Authorization of Judicial Foreclosure Action, 3rd District.

8.1d EXECUTIVE OFFICE: Adoption of Resolution No. CFD 2008-16, Resolution of Community Facilities District No. 88-8 (A Street - North) of the County of Riverside, Authorization of Judicial Foreclosure Action, 1st District.

8.1e EXECUTIVE OFFICE: Adoption of Resolution No. CFD 2008-17, Resolution of Community Facilities District No. 89-4 of the County of Riverside, Authorization of Judicial Foreclosure Action, 3rd District.

8.1f EXECUTIVE OFFICE: Adoption of Resolution No. CFD 2008-18, Resolution of Community Facilities District No. 03-1 (Newport Road) of the County of Riverside, Authorization of Judicial Foreclosure Action, 3rd District.

8.1g EXECUTIVE OFFICE Adoption of Resolution No. CFD 2008-19, Resolution of Community Facilities District No. 04-2 (Lakehills Crest) of the County of Riverside, Authorization of Judicial Foreclosure Action, 1st District.

8.1h EXECUTIVE OFFICE: Adoption of Resolution No. CFD 2008-20, Resolution of Community Facilities District No. 05-8 (Scott Road) of the County of Riverside, Authorization of Judicial Foreclosure Action, 3rd District.

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9:30 A.M. PUBLIC HEARINGS:

9.1 ASSESSOR-COUNTY CLERK-RECORDER: Public Hearing on the ADOPTION OF ORDINANCE 891, an Ordinance of the County of Riverside, General Assessor Fees; ADOPTION OF ORDINANCE 831.1, an Ordinance of the County of Riverside amending ORDINANCE 831, Undivided Interest and Separate Valuation. (3.19 of 09/29/09)

9.2 COMMUNITY HEALTH AGENCY/PUBLIC HEALTH: Public Hearing on the ADOPTION OF ORDINANCE 734.12 an Ordinance of the County of Riverside amending Ordinance 734 Establishing Fees, Charges, and Rates for County Public Health Services and Supplies. (3.7 of 09/29/09)

9.3 COUNTY COUNSEL/CODE ENFORCEMENT: Public Hearing on Abatement of Public Nuisance [Excess Outside Storage and Accumulation of Rubbish] on Case No. CV 08-10085, located one parcel East of 33589 Skylark Drive, Lake Elsinore, APN 382-110-010, 1st District.

9.4 COUNTY COUNSEL/CODE ENFORCEMENT: Public Hearing on Abatement of Public Nuisance [Substandard Structure and Accumulation of Rubbish] on Case No. CV 08-02186, located North of 88350 Airport Boulevard on Avenue 55, Thermal, APN 763-370-027, 4th District. (9.7 of 09/01/09)

9.5 COUNTY COUNSEL/CODE ENFORCEMENT: Public Hearing on Abatement of Public Nuisance [Excess Outside Storage] on Case No. CV 07-4081, located at 25527 Highway 74, Perris, APN 345-060-064, 5th District.

9.6 COUNTY COUNSEL/CODE ENFORCEMENT: Public Hearing on Abatement of Public Nuisance [Grading without Permit] on Case No. CV 08-00109, located one parcel East of 47760 Woodcliff Drive, Banning, APN 544-270-006, 5th District.

9.7 COUNTY COUNSEL/CODE ENFORCEMENT: Public Hearing on Abatement of Public Nuisance [Accumulation of Rubbish] on Case No. CV 08-08670, located at 28830 Lakeview Avenue, Nuevo, APN 307-190-023, 5th District.

9.8 COUNTY COUNSEL/CODE ENFORCEMENT: Public Hearing on Abatement of Public Nuisance [Accumulation of Rubbish] on Case No. CV 09-00841, located one parcel North of 15610 Avenida Rambla, Desert Hot Springs, APN 656-242-020, 5th District.

9.9 COUNTY COUNSEL/CODE ENFORCEMENT: Public Hearing on Abatement of Public Nuisance [Excess Outside Storage] on Case Nos. CV 09-02055 and 09-02056, located at 61610 El Dorado Road, North Palm Springs, APN, 5th District. (9.5 of 10/06/09)

9.10 COUNTY COUNSEL/CODE ENFORCEMENT: Public Hearing on Statement of Expense on Public Nuisance Case Nos. CV 06-0632, CV 05-5412, CV 05-5477, located at 9306 Jurupa Road, Riverside, APN 167-231-003, 2nd District.

9.11 COUNTY COUNSEL/CODE ENFORCEMENT: Public Hearing on Statement of Expense on Public Nuisance Case Nos. CV 05-1279 and CV 03-3307, located at 40500 Highway 79, Temecula, APN 927-380-023, 3rd District.

9.12 COUNTY COUNSEL/CODE ENFORCEMENT: Public Hearing on Statement of Expense on Public Nuisance Case Nos. CV 03-1129 and CV 03-1244, located at 63490 Ruby Drive, Desert Hot Springs, APN 664-210-028, 5th District.

9.13 MENTAL HEALTH: Public Hearing on the Adoption of Resolution 2009-259, amending Ordinance 722, an Ordinance of the County of Riverside Establishing a Fee Schedule for the Department of Mental Health for Services of the Public Guardian, Alcohol Program and Drug Program; Ordinance 724, an Ordinance of the County of Riverside Establishing a Fee Schedule for the Department of Mental Health for Clinical and Emergency Treatment Services and Approval of Fiscal Year 2009/2010 Amended Rates. (3.62 of 09/29/09)

ORAL COMMUNICATIONS FROM THE AUDIENCE ON ANY MATTER WHICH DOES NOT APPEAR ON THE BOARD'S AGENDA:

CONCURRENT EXECUTIVE SESSION-COUNTY OF RIVERSIDE, REDEVELOPMENT AGENCY, REGIONAL PARK AND OPEN SPACE DISTRICT, FLOOD CONTROL AND WATER CONSERVATION DISTRICT, WASTE RESOURCES MANAGEMENT DISTRICT, HOUSING AUTHORITY, PERRIS VALLEY CEMETERY DISTRICT, IN-HOME SUPPORTIVE SERVICES PUBLIC AUTHORITY AND COMMUNITY FACILITIES DISTRICTS:

With respect to every item of business to be discussed in closed session pursuant to Government Code Section 54956.9:

Conference with legal counsel-anticipated litigation:
Significant exposure to litigation pursuant to subdivision (b) of Government Code Section 54956.9:

A.1 One potential case.

With respect to every item of business to be discussed in closed session pursuant to Section 54956.8:
Conference with real property negotiator:

B.1 Property – APNs 4310-11A and 11B
Agency negotiator – Warren Williams
Negotiating party – Peter, Pamela and Alvina Boersma
Under negotiation – Price/Terms/Conditions

With respect to every item of business to be discussed in closed session pursuant to Government Code Section 54957.6:

C.1 Conference with labor negotiator:
Agency negotiator – Ron Komers
Employee organizations – Management/Confidential, Unrepresented, DDAA, RSA, SEIU, LIUNA, UDW and LEMU

RECESS TO LUNCH

1:30 P.M. HOUSING AUTHORITY MEETING:

10. (No Business)

1:30 P.M. FLOOD CONTROL AND WATER CONSERVATION DISTRICT MEETING:

11.1 Receive and File the Quarterly Disclosure Report on Investment Portfolio (July thru September 2009).

11.2 Approval of the Cooperative Agreement between the District, the City of Menifee and Stark Menifee Land LLC, Donahue Schriber Realty Group, L.P. and Donahue Schriber Asset Management Corporation for the Paloma Wash Channel, Stage 2 and 3 – Haun Road Storm Drain Laterals, Parcel Map 34275, 3rd District.

11.3 Adoption of Resolution F2009-01, Setting a Public Hearing for Desert Hot Springs Master Drainage Plan Line B, Stage 1; Line F, Stage 1 and Camino Campanero Basin; and Giving a Notice of Intent to Adopt a Mitigated Negative Declaration, 5th District. (Set for Hearing 12/15/09 @ 1:30 p.m. – Clerk to advertise)

1:30 P.M. COUNTY BOARD AND WASTE RESOURCES MANAGEMENT DISTRICT MEETING:

County:

12.1 Authorize the Reduction of Saturday Operations at the Blythe Sanitary Landfill, 4th District.

District:

12. (No Business)

1:30 P.M. COUNTY BOARD AND REGIONAL PARK AND OPEN SPACE DISTRICT MEETING:

County:

13. (No Business)

District:

13. (No Business)

1:30 PM. GENERAL PLAN AMENDMENT INITIATION PROCEEDINGS:

15.1 TRANSPORTATION & LAND MANAGEMENT AGENCY/PLANNING: GENERAL PLAN AMENDMENT NO. 1032 (FOUNDATION – REGULAR) – Armstrong & Brooks Engineering – Gavilan Hills Zoning District – Lake Mathews/Woodcrest Area Plan – 1st District. The Planning Director recommends that the Board adopt an order initiating proceedings for the above-referenced general plan amendment to amend the General Plan Foundation Component of the subject site

from Rural to Rural Community and to amend the General Plan Land Use Designation of the subject site from Rural Residential (5 acre minimum lot size) to Estate Density Residential (2 acre minimum lot size), and Very Low Density Residential (1 acre minimum lot size). (15.1 of 10/20/09)

15.2 TRANSPORTATION & LAND MANAGEMENT AGENCY/PLANNING: GENERAL PLAN AMENDMENT NO. 1078 (ENTITLEMENT/POLICY) –Guy Ross/Albert A. Webb & Associates – Winchester Zoning Area – Harvest Valley/Winchester Area Plan – 3rd District. The Planning Director recommends that the Board adopt an order initiating proceedings for the above-referenced general plan amendment to amend the project site's existing General Plan Land Use Designation from Community Development: Low Density Residential (½ acre minimum) to Community Development: Light Industrial (0.25 – 0.60 floor area ratio).

1:30 P.M. PUBLIC HEARINGS:

16.1 TRANSPORTATION & LAND MANAGEMENT AGENCY/PLANNING: Public Hearing on AGRICULTURAL PRESEVE CASE NO. 994 / CHANGE OF ZONE NO. 7611 / TENTATIVE PARCEL MAP NO. 35865 / PLOT PLAN NO. 23219 / ENVIRONMENTAL IMPACT REPORT NO. 515 – Birtcher Developments, LLC – Prado-Mira Loma Zoning District – Eastvale Area Plan – 2nd District. Recommendation of Planning Commission for Certification of Environmental Impact Report No. 515; Tentative Approval of ZC 7459 to change the zone from Heavy Agriculture - 10 Acre Minimum to Industrial Park (IP); Tentative Approval of Parcel Map No. 35865, Schedule E, which proposes to subdivide 53.37 gross acres into 14 industrial parcels and four (4) lettered lots for internal and external road right-of-way; Tentative Approval of Plot Plan No. 23219, which proposes the development of 14 industrial buildings ranging between 12,638 square feet to 91,784 square feet for a total of 738,432 square feet and 1,188 parking spaces; and Approval of Agricultural Preserve Case No. 994, which proposes to diminish the affected agricultural preserve and cancel the associated land conservation contract. (16.4 of 10/20/09) (Action taken on 10/20/09, as item 16.4)

16.2 TRANSPORTATION & LAND MANAGEMENT AGENCY/PLANNING: Public Hearing on GENERAL PLAN AMENDMENT NO. 878 / CHANGE OF ZONE NO. 7569 / TENTATIVE PARCEL MAP NO. 30038 – Harold Tyler/Patricia Beall – Southland Engineering – Aguanga Zoning Area – Riverside Extended Mountain Area Plan – 3rd District. Recommendation of Planning Commission for adoption of a Mitigated Negative Declaration for Environmental Assessment No. 41557; Tentative Approval of GPA 878 to amend the land use designation from Rural: Rural Mountainous (RM) (10 Acre Minimum) to Rural: Rural Residential (RM) (5 Acre Minimum); Tentative Approval of Change of Zone No. 7569, to change the zone from Rural Residential (R-R) to Residential Agricultural – 5 Acre Minimum (R-A-5); and Tentative Approval of Tentative Parcel Map No. 30038, Schedule H, to subdivide 23.20 Gross Acres into four (4) residential parcels with a minimum lot size of five (5) gross acres, 11.6 acres of open space will be dedicated to the Western Riverside Regional Conservation Authority (RCA) for conservation purposes. (16.2 of 10/06/09)

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA 605B

FROM: TLMA - Planning Department

SUBMITTAL DATE:
October 7, 2009

SUBJECT: FIRST EXTENSION OF TIME FOR TENTATIVE TRACT MAP NO. 30972 - Applicant: Discovery Development, LLC - Third Supervisorial District – Homeland Zoning Area - Harvest Valley / Winchester Area Plan: Medium Density Residential (MDR) (2-5 Dwelling Units Per Acre) and Open Space – Conservation (OS-C) - Location: Northerly of State Highway 74, Southerly of McLaughlin Road, Easterly of Emperor Road and Westerly of Sultranas Road – 72.1 Acres - Zoning: Specific Plan (SP 260) – Approved Project Description: Schedule A subdivision of 72.1 acres into 91 residential lots with a minimum lot size of 6,000 square feet, (3) three mini-park lots, (1) water quality/detention basin lot, and (4) open space lots. - REQUEST: EXTENSION OF TIME TO MAY 11, 2009 - FIRST EXTENSION.

RECOMMENDED MOTION:

RECEIVE AND FILE the Notice of Decision by the Planning Commission on September 30, 2009.

The Planning Department recommended Approval; and,
THE PLANNING COMMISSION:

APPROVED the **FIRST EXTENSION OF TIME REQUEST** for **TENTATIVE TRACT MAP NO. 30972**, extending the expiration date to May 11, 2009, subject to all the previously approved and/or amended Conditions of Approval with the applicants consent.

The decision is considered final and no action by the Board of Supervisors is required unless, within 10 days after the Notice of Decision appears on the Board's agenda, the applicant or an interested person files an appeal with the Clerk of the Board accompanied by the fee set forth in Ordinance No. 671.

Ron Goldman
Planning Director

RG:db
RM

REVIEWED BY EXECUTIVE OFFICE
DATE 10/19/09
Tina Grande
Departmental Concurrence

Dep't Recomm.: ☒ Consent ☐ Policy
Per Exec. Ofc.: ☐ Consent ☐ Policy

Prev. Agn. Ref. | **District:** Third | **Agenda Number:** 1.2

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

FROM: Supervisor Jeff Stone

SUBMITTAL DATE: October 19, 2009

SUBJECT: COMMITTEES, COMMISSIONS AND BOARD ACTION

Committee, Commission, or Board: Workforce Investment Board

RECOMMENDED MOTION: The Board of Supervisors appoint member to:

Type of Nomination: ☒ Education Institution-- District: ALL

Member:

Name: **Gregory W. Gray**
Chancellor, Riverside Community College

Address: 1533 Spruce Street, suite 210
Riverside, CA 92507

Telephone: **951-222-8800**

Term of Appointment: Term expires October 27, 2011

BACKGROUND/APPOINTEE INFORMATION:

Gregory W. Gray currently serves as Chancellor to Riverside Community College and he has expressed interest in serving on the Workforce Investment Board. If approved, his term would expire October 27, 2011.

Supervisor Jeff Stone
District III, Chairman of the Board

2.1

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

628

FROM: Community Action Partnership of Riverside County

SUBMITTAL DATE: October 5, 2009

SUBJECT: Proclaim October 30, 2009 as Weatherization Day

RECOMMENDED MOTION:

That the Board of Supervisors recognize and proclaim October 30, 2009 as Weatherization Day in Riverside County.

BACKGROUND:

Community Action Partnership of Riverside County (CAP Riverside) in conjunction with the United States Department of Energy has designated October 30, 2009 as Weatherization Day to illustrate the importance of home weatherization and energy conservation programs to residents of Riverside County.

Lois J. Carson

Lois J. Carson, CCAP, Executive Director

FINANCIAL DATA				
	Current F.Y. Total Cost:	$ 0	In Current Year Budget:	NA
	Current F.Y. Net County Cost:	$ 0	Budget Adjustment:	NA
	Annual Net County Cost:	$ 0	For Fiscal Year:	09/10

SOURCE OF FUNDS: N/A

Positions To Be Deleted Per A-30 ☐

Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION:

APPROVE

BY: Debra Cournoyer

County Executive Office Signature Debra Cournoyer

Departmental Concurrence

Dep't Recomm.: ☒ Consent ☐ Policy

Per Exec. Ofc.: ☒ Consent ☐ Policy

Prev. Agn. Ref.: | **District:** All | **Agenda Number:** 2.2

BACKGROUND (Continued):

The Department of Energy's Weatherization Assistance Program (DOE-WAP), working with its state and local partners like CAP Riverside, helps to reduce the energy burden on low-income families by installing cost-effective, energy efficient measures. Each year since the inception of the DOE-WAP in 1981, CAP Riverside's Energy Division weatherizes over 1,1280 homes of low-income families. These families save an average of $275 to $325 annually on their heating and cooling bills after the installation of weatherization measures.

Therefore, CAP Riverside requests the Board of Supervisors to recognize and proclaim October 30, 2009 as Weatherization Day.

FINANCIAL IMPACT: No County funds are required.

CONCUR/EXECUTE:

LJC:MYJ:jb

TO PROCLAIM
OCTOBER 30, 2009
AS
WEATHERIZATION DAY

Whereas, the Weatherization Assistance Program, the nation's largest residential energy efficiency program, was initiated and funded by the U.S. Department of Labor and Community Services Administration in Washington, DC in 1976 in response to the energy shortage to states and communities assisting low-income families to have more energy efficient, safe, and improved homes; and

Whereas, Weatherization was in fact the first GREEN program; and,

Whereas, the ***Community Action Partnership of Riverside County*** has worked for 29 years reducing poverty in the county, considers Weatherization a home improvement program and a vital part of its overall effort to help people of low-income gain energy-efficient, affordable, and safe housing, and other basic necessities that enable them to advance socially and economically; and,

Whereas, the program has conducted energy audits, used advanced technologies to determine the energy conservation needs of a home, and has provided replacement microwave ovens, refrigerators and light bulbs; caulking and sealing of cracks and holes; insulating of attics, walls, and floors; installing windows; repairing and retrofitting of furnaces and air units; detection of leaking gas, and other improvements to more than 1,280 homes throughout the county this year; and,

Whereas, it is widely agreed that it is in the best interest of our government and others in the public and private sectors to work together to support and strengthen this program that has done so much for so many in our county, for the betterment of all, without creating dependency; and,

Whereas, low income households spend a disproportionate percentage of their annual incomes on home energy bills; and,

Whereas, this program not only saves energy through advanced technologies to improve the energy affordability for low-income families, but also saves lives and improves the health and safety of families by identifying carbon monoxide hazards, poor indoor air quality, mold, and other health threats; and,

Whereas, it is important to recognize the importance of this program that ensures that all residents, especially those living at or below the federal poverty level, have the opportunity to live in energy efficient, healthy, safe, and comfortable homes as provided for by the Weatherization Assistance Program;

Now, Therefore, LET IT BE KNOWN, that the **Riverside County Board of Supervisors** does hereby proclaim October 30, 2009 as **"WEATHERIZATION DAY"** in **the County of Riverside.**

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

605

FROM: Registrar of Voters

SUBMITTAL DATE:
October 7, 2009

SUBJECT: Approval of Election Services

RECOMMENDED MOTION: That the Board approve election services for the December 15, 2009 Valley Health System Special Measure Election.

BACKGROUND: California Elections Code § 10002 allows jurisdictions to request that the Board of Supervisors approve the Registrar of Voters to conduct elections by submitting a resolution requesting these services. The Valley Health System has complied with this requirement and requests the Registrar of Voters to conduct their election. The department has the resources to conduct this election. The jurisdiction will reimburse the department based on associated direct costs.

Departmental Concurrence

Attachments: Resolution No. 2009-09

Douglas C Kinzle

For **BARBARA DUNMORE**
Registrar of Voters

Douglas C. Kinzle

FINANCIAL DATA	**Current F.Y. Total Cost:**	$ N/A	**In Current Year Budget:**	N/A
	Current F.Y. Net County Cost:	$ N/A	**Budget Adjustment:**	N/A
	Annual Net County Cost:	$ N/A	**For Fiscal Year:**	N/A

SOURCE OF FUNDS:

Positions To Be Deleted Per A-30 ☐

Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION:

APPROVE

BY: Karen L. Johnson

County Executive Office Signature

Dept'l Recomm.: ☒ Consent ☐ Policy
Per Exec. Ofc.: ☒ Consent ☐ Policy

Prev. Agn. Ref.: | **District:** | **Agenda Number:** 2.3

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

RESOLUTION NO. 2009-09

VALLEY HEALTH SYSTEM

A RESOLUTION FOR SALE OF THE ASSETS OF VALLEY HEALTH SYSTEM TO PHYSICIANS FOR HEALTHY HOSPITALS INC., AND CALLING FOR A SPECIAL ELECTION BY POLLING PLACE OF DISTRICT VOTERS TO AUTHORIZE THE SALE

WHEREAS, Valley Health System, a California Local Health Care District ("District") is committed to keeping Hemet Valley Medical Center, Menifee Valley Medical Center, and other health care facilities currently owned by the District, open for the purpose of ensuring continued local access to emergency room care, acute hospital care, and other medical services for the residents of the District and of the areas served by such facilities; and

WHEREAS, the District has been in a Chapter 9 reorganization proceeding in United States Bankruptcy Court for the Central District of California, Case Number RS 07-18293 PC since December 13, 2007; and

WHEREAS, the District currently has in excess of $45 Million of revenue bonds outstanding, originally issued in connection with construction of District hospitals and other facilities in the late 1980's, which revenue bonds are currently in default; and

WHEREAS, the District currently imposes no taxes and has no outstanding general obligation bonds, the imposition of which would require approval of two-thirds of the voters of the District voting in an election; and

WHEREAS, in 2006, the District placed on the ballot Measure I, which provided for the issuance of general obligation bonds in order to retire the District's current revenue bond debt and although Measure I received approval by more than a majority of the voters, it did not receive the requisite two-thirds vote necessary for passage; and

WHEREAS, due to many factors affecting hospitals and other health care providers generally and other factors affecting the District's facilities specifically, the District has, and continues to sustain significant operating losses, and, with supplemental capital resources unavailable to it as a public entity without a two-thirds vote of the electorate, the District will be unable to continue its mission; and

WHEREAS, the District is governed by the Health Care District Law (Health & Safety Code Section 32000, et seq.); and

WHEREAS, pursuant to Section 32121(p) of the Health Care District Law, before the District transfers fifty percent or more of the District's assets, in sum or in increments, the elected Board shall, by resolution, submit to the voters of the District a measure proposing the transfer; and

WHEREAS, the District has entered into negotiations with Physicians for Healthy Hospitals, Inc. ("PHH"), a coalition of local physicians, with respect to a sale of substantially all of the assets of the District; and

WHEREAS, such negotiations have resulted in the preparation of a Memorandum of Agreement and Term Sheet (the "Agreement") in contemplation of finalization and execution of an Asset Sale Agreement (the "ASA") which will be presented to the Board and discussed at a subsequent duly noticed open session of the Board; and

WHEREAS, PHH has entered into an Association Agreement with Catholic Healthcare West's St. Bernardine Medical Center to establish collaborative initiatives designed to provide and promote the effective, efficient, and coordinated delivery of healthcare services in the Hemet and Menifee service areas among physicians and hospital providers; and

WHEREAS, the Agreement is nonbinding unless and until the Board of Directors of the District finalizes and approves an ASA, but the District believes that it is in the best interests of the District to proceed to schedule an election with respect to a sale of the District's assets on December 15, 2009; and

WHEREAS, the Board of Directors of the District believes that the acquisition of the assets of the District by PHH will provide the best assurance that the District's hospitals will remain open to serve residents of the District, and further that PHH is prepared to pay fair market value for the District's assets; and

WHEREAS, the Agreement contains a summary of the principal terms to be contained in the ASA, as negotiated between the District and PHH, which terms and conditions the Board believes will provide for the protection of the residents of the areas served by the District's health care facilities; and

WHEREAS, prior to execution of a definitive agreement for the sale of its assets, the District will obtain an opinion from Valuation & Information Group, an independent consultant with expertise in methods of appraisal and valuation and in accordance with applicable governmental and industry standards for appraisal and valuation, that such transfer of assets for such consideration will constitute fair and reasonable consideration to be received by the District for the transferred assets, and such determination will constitute fair market value in accordance with the requirements of Section 32121(p) of the Health Care District Law; and

WHEREAS, in the judgment of this Board of Directors ("Board") following public hearing and comment, it is advisable to sell substantially all of the assets of the District to PHH substantially in accordance with the terms set forth in the Agreement, to be more fully set forth in the ASA to be presented for approval to the Board, and to request that the Riverside County Registrar of Voters call a special election to submit to the District's voters the question of whether the District should sell substantially all of its assets as set forth herein.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. Sale of Assets. Subject to finalization and approval by the Board of Directors of the District of a definitive Asset Sale Agreement at a duly noticed public meeting of the Board, and subject to approval of the voters of the District as set forth below, it is hereby

RESOLVED that the District sell assets of the District to PHH, substantially in accordance with the terms set forth in the Agreement in the form presented to the Board at the meeting at which this Resolution is adopted, as modified and supplemented in an Asset Sale Agreement which may hereafter be approved by this Board. The sale will be based upon an opinion of Valuation & Information Group to be issued to the District that such price will constitute fair and reasonable consideration to the District for such assets. Pursuant to Section 32121(p) of

the Health Care District Law, such opinion will satisfy the requirement of a sale at fair market value. Accordingly, the Board finds that the consideration to be paid by PHH under the Agreement equals or will exceed the fair market value of the said assets.

2. Execution. The Chairman or Vice Chairperson of the Board is authorized to execute the Agreement in the form submitted to the Board, and, with the advice of counsel to the District, to proceed with preparation of the ASA, containing the terms of the Agreement together with such other and reasonable terms and conditions, schedules and exhibits appropriate thereto, provided that such terms, conditions, schedules and exhibits do not materially alter the substantive economic terms of the Agreement.

3. Submission to the Voters and Call for Polling Place Election. The Board of the District does hereby resolve as follows:

RESOLVED, that pursuant to the authority contained in Section 32121(p) of the Health & Safety Code of the State of California, the Board of Directors of Valley Health System, a California Local Health Care District, does hereby call for a special election of the voters of the District, by polling place election, to approve a measure by a majority of the voters voting on the measure, proposing the transfer of substantially all assets of the District pursuant to an Asset Sale Agreement to be entered into between the District and PHH, and does hereby determine to fix the date of the election as Tuesday, December 15, 2009. Full text is not required to appear in the Sample Ballot Pamphlet and the Riverside County Registrar shall assign the measure an appropriate alphanumeric number. The ballot measure shall read and appear on the ballot as follows:

Measure "__"

"To retain access to acute care services at Hemet Valley and Menifee Valley Hospitals, including emergency, medical, surgical and cardiac services, and maintain local hospitals, should Valley Health System approve the sale of the Hospitals and related assets for fair market value as determined by an independent appraiser, with no cost liability to taxpayers, to Physicians For Healthy Hospitals, Inc., a coalition of local physicians with an association agreement with Catholic Healthcare West St. Bernardine Medical Center?"

IT IS FURTHER RESOLVED, that pursuant to the California Elections Code and Section 32121(p) of the Health & Safety Code, this Board does hereby notify the Riverside County Board of Supervisors and the Riverside County Registrar, that this Board chooses to hold such election on December 15, 2009, to be conducted by polling place election among the electorate of the District.

IT IS FURTHER RESOLVED, that pursuant to Elections Code section 10002, the Board of Directors of Valley Health System here by requests the Board of Supervisors of the County of Riverside to authorize the Riverside County Registrar to render all services otherwise required to be performed by the Secretary of the District for the election to be held on December 15, 2009. Said services include, but are not limited to:

-Publication of Notices calling the election

- Publication of Notices calling for ballot arguments

-Provision of voter lists

-Preparation and printing of ballots

-Counting of ballots

-Certification of election

-All aspects of election not specified above that may be agreed upon by the Registrar and the Secretary of the District

IT IS FURTHER RESOLVED, that the Chairman of the Board, the Vice Chairperson of the Board, or his or her designee(s) are hereby authorized to execute any other document and to perform all acts necessary to place the measure on the ballot including signing a services agreement with Riverside County, and to comply with requirements of law and election officials.

IT IS FURTHER RESOLVED, that the Registrar is hereby authorized and directed to canvass the returns of the election and to certify the results of the election to the District as required by law.

IT IS FURTHER RESOLVED, that Valley Health System reimburse the County of Riverside for all costs and expenses incurred by the County in conducting said election upon presentation of a bill to the District and in compliance with any service agreement that may be entered into between the District and the County.

IT IS FURTHER RESOLVED, that the District Secretary is hereby authorized and directed to file a copy of this Resolution with the Board of Supervisors, the County Clerk and/or the Registrar of Voters, as may be required by law, upon direction from the Chairman of the Board.

I hereby certify that the foregoing resolutions were duly adopted by the Board of Directors of Valley Health System, a California Local Health Care District, at a duly noticed and agendized Special Meeting of the Board of Directors held on September 16, 2009, at Hemet, California by the following vote:

AYES: 6

NOES: 1

ABSTENTIONS: 0

September 16, 2009

NORENE DOMINGUE, Clerk of the Board

Attest:

WILLIAM H. CHERRY,
Chairman of the Board of Directors

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA 601B

FROM: TLMA - Transportation Department

SUBMITTAL DATE:
October 13, 2009

SUBJECT: Summarily vacating the right to accept a portion of an unnamed road in the Pinyon Pines area, Fourth Supervisorial District.

RECOMMENDED MOTION: Adopt Resolution No. 2009-292, summarily vacating the right to accept a portion of an unnamed road in the Pinyon Pines area.

BACKGROUND: The applicant is requesting to vacate the easterly portion of an unnamed road, as shown on Parcel Map No. 27742 (PM 184/44-45). This easterly 33 feet is a reservation for road purposes per of a government patent which has not been accepted for public use. The topography is such that building a roadway is not feasible. The Transportation Department has reviewed the vacation and has no objection. No access will be eliminated to any parcel.

Juan C. Perez
Director of Transportation

AM
Attachments: Resolution No. 2009-292
Exhibit "A"

REVIEWED BY EXECUTIVE OFFICE
DATE 10/19/09 Tina Grande

FORM APPROVED COUNTY COUNSEL
BY: Cynthia M. Gunzel DATE 10-7-09
SYNTHIA M. GUNZEL
Departmental Concurrence

Dep't Recomm.: ☒ Consent ☐ Policy
Per Exec. Ofc.: ☒ Consent ☐ Policy

Prev. Agn. Ref.	District: 4	Agenda Number: 2.4

Board of Supervisors County of Riverside

RESOLUTION NO. 2009-292

SUMMARILY VACATING THE RIGHT TO ACCEPT A PORTION OF AN UNNAMED ROAD IN PINYON PINE AREA

(AB 09011)

(Fourth Supervisorial District)

WHEREAS, the hereinafter-described portion of an unnamed road was reserved for public road purposes by the document hereinafter-referenced, which reservation has not been previously accepted for public use by the County of Riverside;

WHEREAS, the hereinafter-described portion of an unnamed road is not necessary and is excess Right of Way, and not required for public street or highway purposes, now, therefore;

BE IT RESOLVED, DETERMINED AND ORDERED by the Board of Supervisors of the County of Riverside, State of California, in regular session assembled on _____, 2009, as follows:

1. Pursuant to Section 8334(a) of the Streets and Highways Code that the hereinafter-described portion of an unnamed road is excess Right of Way and is no longer required for public street and highway purposes and is hereby summarily vacated.

FORM APPROVED COUNTY COUNSEL
BY: Synthia M. Gunzel 10-7-09
SYNTHIA M. GUNZEL DATE

RESOLUTION NO. 2009-292

Said road is in the County of Riverside, State of California and is described as follows:

UNNAMED ROAD (See Exhibit "A")

All of the easterly 33.00 feet, excepting the southerly 30.00 feet, of the unnamed road, per Government Patent No. 1133956 recorded November 11, 1952, in Book 1416, page 146, Official Records of Riverside County, California;

EXCEPTING AND RESERVING from the vacation an easement for any existing public utilities and public service facilities, together with the right to maintain, operate, replace, remove, or renew such facilities, pursuant to section 8340 of the Streets and Highways Code.

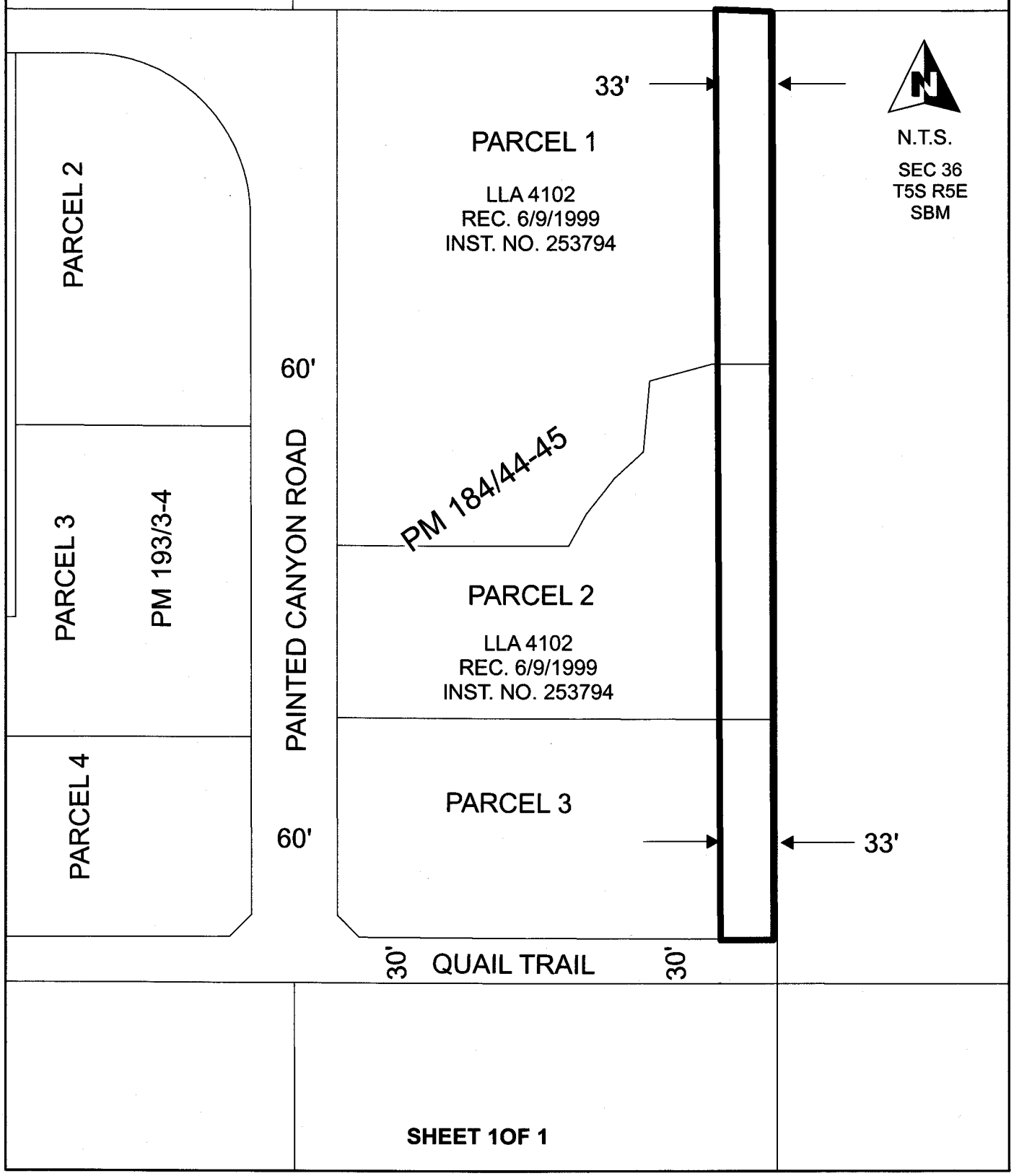
BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the Clerk of the Board is directed to cause a certified copy of this resolution to be recorded in the office of the Recorder of the County of Riverside, California.

AM

W.O. # AB 09011

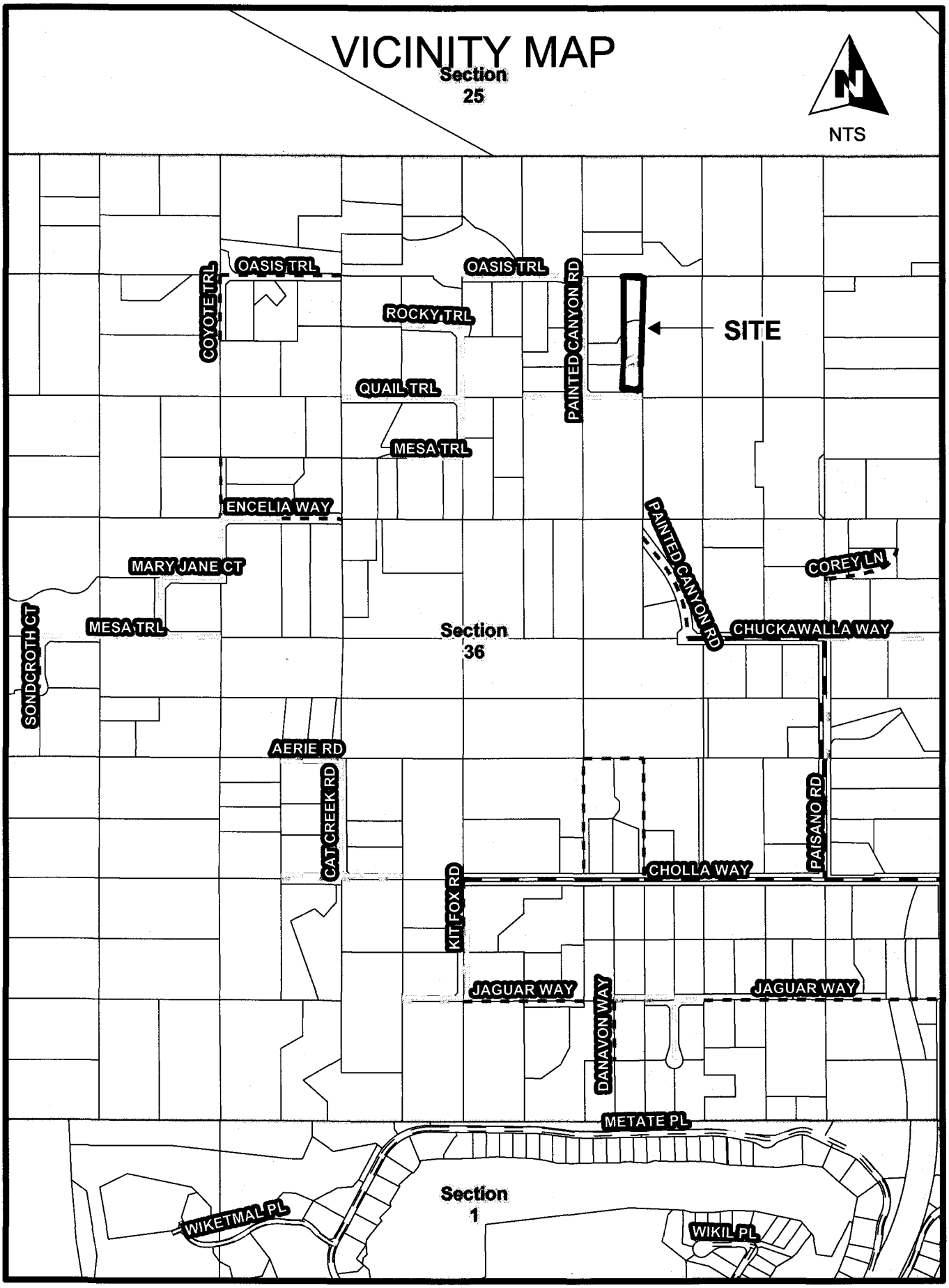
EXHIBIT "A"

VACATION



SHEET 1OF 1

VICINITY MAP



REMOVE PROIR TO RECORDATION

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

SUBMITTAL DATE:
October 27, 2009

FROM: Supervisor Bob Buster

SUBJECT: Adoption of the READY, SET, GO Program for Riverside County

RECOMMENDED MOTION:

Request that the Board of Supervisors endorse, by proclamation, the "READY, SET GO" Program for Riverside County, Resolution No. 2009-287.

Departmental Concurrence

BACKGROUND: Following the tragic Esperanza Fire in 2006, the Fire Hazard Reduction Task Force (FHRTF) was formed, and charged with reviewing and providing recommended direction for the reduction of fire hazards and the clarification of evacuation measures throughout the County. After review of the "Ready, Set, Go!" Program, currently in use in several Southern California counties, the FHRTF highly recommends implementation in Riverside County. "Ready, Set, Go!" is an educational program designed to ensure that residents have done all they can to make their homes resistant to wildfires and have prepared their families to leave early and safely.

Bob Buster

Bob Buster – Supervisor, First District

FINANCIAL DATA	**Current F.Y. Total Cost:**	$	**In Current Year Budget:**	
	Current F.Y. Net County Cost:	$	**Budget Adjustment:**	
	Annual Net County Cost:	$	**For Fiscal Year:**	

SOURCE OF FUNDS:

Positions To Be Deleted Per A-30 ☐

Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION:

County Executive Office Signature

Dep't Recomm.: ☐ Policy ☐ Consent

Per Exec. Ofc.: ☐ Policy ☐ Consent

Prev. Agn. Ref.:	**District:** All	**Agenda Number:**
		3.1

Board of Supervisors County of Riverside

RESOLUTION NO. 2009-287

ADOPTION OF THE READY, SET, GO! PROGRAM FOR RIVERSIDE COUNTY

WHEREAS, wildfires, fueled by a build-up of dry vegetation and driven by hot, dry winds, are extremely dangerous and almost impossible to control; and

WHEREAS, wildfires are now a year-round reality in Riverside County, and this means that both firefighters and residents have to be on heightened alert for the threat of wildfire at all times; and

WHEREAS, firefighters train hard and make countless preparations to be ready for a wildfire but residents need to do the same, successfully preparing themselves for a wildfire and taking personal responsibility for protecting themselves, their families and their property; and

WHEREAS, following the tragic Esperanza Fire in October 2006, the Riverside County Board of Supervisors created the Fire Hazard Reduction Task Force in November 2006, which is comprised of representatives from federal, state and local fire agencies, the County's Executive Office, Sheriff's Department, Office of Emergency Services, Code Enforcement, land use and planning staff, environmental groups, and one appointed representative from each Superivsorial District; and

WHEREAS, the Task Force was charged with reviewing and providing recommended direction for the reduction of fire hazards and the clarification of evacuation measures throughout the County; and

WHEREAS, the Task Force has reviewed the "Ready, Set, Go!" Program, which is an educational program designed to ensure that residents have done all they can to make their homes resistant to wildfires and have prepared their families to leave early and safely, and the Task Force does highly recommend this program's implementation in Riverside County.

NOW, THEREFORE BE IT RESOLVED, DETERMINED AND ORDERED by the Board of Supervisors of the County of Riverside, State of California, in regular session assembled on October XX, 2009, to adopt by resolution the "Ready, Set, Go!" Program as the tool to inform

and educate Riverside County's residents on the urgent need for preparation, and directs the Riverside County Fire Department and the Fire Hazard Reduction Task Force to carry out this education process.

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

FROM: Supervisor Bob Buster **SUBMITTAL DATE: October 27, 2009**

SUBJECT: First District use of Community Improvement Designation Funds (CIDF) for the 15th Annual Santa Margarita River Watershed

RECOMMENDED MOTION: That the Board of Supervisors:

1) Approve the use of Community Improvement Designation funds to The Nature Conservancy's
15th Annual Volunteer Event-Santa Margarita River Watershed Clean-Up

2) Approve and direct the Auditor-Controller to make the following budget adjustments:

Increase Appropriations:

10000-1000100000-536200	**Contributions to Non-Co Agency**	**$ 500**

Decrease Appropriations:

10000-1000100000-320135	**Community Improvement**	**$ 500**

BACKGROUND: The Santa Margarita River Watershed Clean-Up, founded in 1995, is an annual event receiving volunteer support from United States Forest Service, the Lakeland Village Neighborhood Association, City of Wildomar, Riverside County Code Enforcement, Riverside County Flood Control, Riverside County Park and Open Space, Department of Fish and Game, the Santa Rosa Plateau Ecological Reserve and The Nature Conservancy. The Santa Margarita River Watershed Clean Up helps restore water quality along the Santa Margarita River and its tributaries affected by illegal dumping in the neighboring canyons and creeks primarily in unincorporated Riverside County and adjacent designated open space.

I request that the Board of Supervisors approve a contribution of $500 to support the efforts of the volunteers of The Nature Conservancy.

BOB BUSTER
1st District Supervisor

Prev.Agn.ref **Dist.** **AGENDA NO.** 3.2

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

FROM: Supervisor Tavaglione **SUBMITTAL DATE:** October 27, 2009

SUBJECT: Second District Use of Community Improvement Designation Funds

RECOMMENDED MOTION: That the Board of Supervisors:

1) Approve the use of Community Improvement Designation funds to the Riverside County Peace Officer's Memorial Foundation;
2) Approve and direct the Auditor-Controller to make the following budget adjustments:

Increase Appropriations:

10000-1000100000-536200	**Contrib to Other Non-Co Agcy**	$2,500.00

Decrease Board Designation:

10000-1000100000-320135	Community Improvement	$2,500.00

BACKGROUND: This donation will be used to assist the Riverside County Peace Officer's Memorial Foundation which supports building and maintaining memorials and ceremonies which honor Riverside County's fallen federal, state and local law enforcement officers and their families.

RCPOMF
6215 River Crest Drive, Ste A
Riverside, CA 92507

John Tavaglione, Supervisor
Second District

REQUIRES 4/5th's VOTE

Prev. Agn. ref. **Dist.** 2 **AGENDA NO.** 3.3

FORM 11 (Rev. 1/00)

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

FROM: Supervisor Tavaglione **SUBMITTAL DATE:** October 27, 2009

SUBJECT: Second District Use of Community Improvement Designation Funds

RECOMMENDED MOTION: That the Board of Supervisors:

1) Approve the use of Community Improvement Designation funds to Riverside Against Drugs (RAD);
2) Approve and direct the Auditor-Controller to make the following budget adjustments:

Increase Appropriations:

10000-1000100000-536200	**Contrib to Non-Co Agcy**	$1,000.00

Decrease Board Designation:

10000-1000100000-320135	Community Improvement	$1,000.00

BACKGROUND: This contribution to Riverside Against Drugs (RAD) will be used to help sponsor Red Ribbon Week in Riverside County.

Riverside Against Drugs
7990 Auto Center Drive
Riverside, CA 92504

John Tavaglione, Supervisor
Second District

REQUIRES 4/5th's VOTE

Prev. Agn. ref. **Dist.** 2 **AGENDA NO.** 3.4

FORM 11 (Rev. 1/00)

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

FROM: Supervisor Tavaglione **SUBMITTAL DATE:** October 20, 2009

SUBJECT: Second District Use of Community Improvement Designation Funds

RECOMMENDED MOTION: That the Board of Supervisors:

1) Approve the use of Community Improvement Designation funds to the City of Corona;
2) Approve and direct the Auditor-Controller to make the following budget adjustments:

Increase Appropriations:

10000-1000100000-536200	**Contrib to Other Non-Co Agcy**	**$583.00**

Decrease Board Designation:

10000-1000100000-320135	Community Improvement	**$583.00**

BACKGROUND: The City of Corona and the County of Riverside have been looking at the possibility of annexing the area known as Coronita into the City of Corona. The City of Corona and County of Riverside have agreed to split the cost of a survey to find out if the residents of Coronita are in favor of annexation. This amount to the City of Corona represents the County's portion of costs associated with the survey.

The City of Corona
Community Development Department
400 S. Vicentia Avenue
Corona, CA 92882

John Tavaglione, Supervisor
Second District

REQUIRES 4/5th's VOTE

Prev. Agn. ref. **Dist.** 2 **AGENDA NO.** 3.5

FORM 11 (Rev. 1/00)

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

FROM: Supervisor Tavaglione **SUBMITTAL DATE:** October 20, 2009

SUBJECT: Second District Use of Community Improvement Designation Funds

RECOMMENDED MOTION: That the Board of Supervisors:

1) Approve the use of Community Improvement Designation funds to the Santiago High School Aquatic Booster Club;
2) Approve and direct the Auditor-Controller to make the following budget adjustments:

Increase Appropriations:

10000-1000100000-536200	**Contrib to Other Non-Co Agcy**	$1,000.00

Decrease Board Designation:

10000-1000100000-320135	Community Improvement	$1,000.00

BACKGROUND: This contribution will be used to assist the Xtreme Water Polo Club to travel to the 17th Annual Speedo Cup at the University of Michigan.

Santiago High School Aquatic Booster Club
1836 Kapalua Bay Circle
Corona, CA 92883

John Tavaglione, Supervisor
Second District

REQUIRES 4/5th's VOTE

Prev. Agn. ref. **Dist.** 2 **AGENDA NO.** 3.6

FORM 11 (Rev. 1/00)

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

FROM: Supervisor Tavaglione **SUBMITTAL DATE:** October 20, 2009

SUBJECT: Second District Use of Community Improvement Designation Funds

RECOMMENDED MOTION: That the Board of Supervisors:

1) Approve the use of Community Improvement Designation funds to the 100 Mile Club;
2) Approve and direct the Auditor-Controller to make the following budget adjustments:

Increase Appropriations:

10000-1000100000-536200	**Contrib to Non-Co Agcy**	$2000.00

Decrease Board Designation:

10000-1000100000-320135	Community Improvement	$2000.00

BACKGROUND: This contribution to the 100 Mile Club will help promote their organization, which is a physical fitness and life skills project for all individuals based on the goal of running (or walking) 100 miles at school during a single school year. This gives the kids incentive and motivation to keep active and healthy.

100 Mile Club
PO Box 7244
Norco, CA 92860

John Tavaglione, Supervisor
Second District

REQUIRES
4/5th's VOTE

Prev. Agn. ref. **Dist.** 2 **AGENDA NO.** 3.7

FORM 11 (Rev. 1/00)

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

FROM: Supervisor Tavaglione **SUBMITTAL DATE:** October 20, 2009

SUBJECT: Second District Use of Community Improvement Designation Funds

RECOMMENDED MOTION: That the Board of Supervisors:

1) Approve the use of Community Improvement Designation funds to Jurupa Valley High School Choir Program;
2) Approve and direct the Auditor-Controller to make the following budget adjustments:

Increase Appropriations:

10000-1000100000-536200	**Contrib to Non-Co Agcy**	$5,000.00

Decrease Board Designation:

10000-1000100000-320135	Community Improvement	$5,000.00

BACKGROUND: This contribution will be used to assist the Jurupa Valley High School Choir Program.

Jurupa Valley High School Choir Program
Attn: Melva Morrison
10551 Bellegrave Avenue
Mira Loma, CA 91752

John Tavaglione, Supervisor
Second District

REQUIRES 4/5th's VOTE

Prev. Agn. ref. **Dist.** 2 **AGENDA NO.** 3.8

FORM 11 (Rev. 1/00)

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

FROM: Supervisor Tavaglione **SUBMITTAL DATE:** October 20, 2009

SUBJECT: Second District Use of Community Improvement Designation Funds

RECOMMENDED MOTION: That the Board of Supervisors:

1) Approve the use of Community Improvement Designation funds to Safe House.;
2) Approve and direct the Auditor-Controller to make the following budget adjustments:

Increase Appropriations:

10000-1000100000-536200	**Contrib to Non-Co Agcy**	$5000.00

Decrease Board Designation:

10000-1000100000-320135	Community Improvement	$5000.00

BACKGROUND: This contribution will help Safehouse continue to operate their Riverside Emergency Shelter for runaway youth.

Safehouse
9685 Hayes Street
Riverside, CA 92503

John Tavaglione, Supervisor
Second District

REQUIRES 4/5th's VOTE

Prev. Agn. ref. **Dist.** 2 **AGENDA NO.** 3.9

FORM 11 (Rev. 1/00)

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

FROM: Supervisor Jeff Stone **SUBMITTAL DATE:** October 27, 2009

SUBJECT: Third District Use of Community Improvement Designation Fund

RECOMMENDED MOTION: That the Board of Supervisors:

1) Approve the use of Community Improvement Designation funds for the following organizations:

Riverside County Regional Medical Center Foundation **$12,500. 00**
PO Box 9850, Moreno Valley, CA 92552

Project Touch **$1,000. 00**
30141 Antelope Road #D103, Menifee, CA 92584

2) Approve and direct the Auditor-Controller to make the following budget adjustments:

Increase Appropriations:
10000-1000100000-536200 Contributions to Non-Co Agency **$13,500 .00**

Decrease Board Designation:
10000-1000100000-320135 Community Improvement
$13,500 .00

Jeff Stone, 3rd District Supervisor

REQUIRES 4/5th's VOTE

Prev. Agn. ref. **Dist.** **AGENDA NO.** 3.10

FORM 11 – CID Funds (Rev. 1/08)

BACKGROUND:

Community Improvement Designation funds will be given to the local-community organizations dedicated to serving the public. The organizations will use the County funds to improve the quality of life of local residents.

Community Improvement Designation funds given to these organizations will be used for the following purposes:

ORGANIZATION	COMMUNITY SERVICE
Riverside County Regional Medical Center Foundation	Fundraiser
Project Touch	Homeless Response Program

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

FROM: Supervisor Jeff Stone **SUBMITTAL DATE:** October 20, 2009

SUBJECT: Third District Use of Community Improvement Designation Fund

RECOMMENDED MOTION: That the Board of Supervisors:

1) Approve the use of Community Improvement Designation funds for the following organizations:

Idyllwild Help Center **$500 .00**
PO Box 660
Idyllwild, CA 92549

2) Approve and direct the Auditor-Controller to make the following budget adjustments:

Increase Appropriations:
10000-1000100000-536200 Contributions to Non-Co Agency **$500 .00**

Decrease Board Designation:
10000-1000100000-320135 Community Improvement **$500 .00**

Jeff Stone, 3rd District Supervisor

REQUIRES 4/5th's VOTE

Prev. Agn. ref. **Dist.** **AGENDA NO.** 3.11

FORM 11 – CID Funds (Rev. 1/08)

BACKGROUND:

Community Improvement Designation funds will be given to the local-community organizations dedicated to serving the public. The organizations will use the County funds to improve the quality of life of local residents.

Community Improvement Designation funds given to these organizations will be used for the following purposes:

ORGANIZATION	COMMUNITY SERVICE
Idyllwild Help Center	Holiday Baskets

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

FROM: Supervisor Jeff Stone **SUBMITTAL DATE:** October 20, 2009

SUBJECT: Third District Use of Community Improvement Designation Fund

RECOMMENDED MOTION: That the Board of Supervisors:

1) Approve the use of Community Improvement Designation funds for the following organizations:

Economic Development Agency

2) Approve and direct the Auditor-Controller to make the following budget adjustments:

Increase Appropriations:		
528500 10000 1930100000	Project Cost Expense	**$1,000.00**
Increase Appropriations:		
572800 10000 1930100000	Intra-Miscellaneous	**$1,000.00**
Decrease Designation:		
320135 10000 1000100000	Community Improvement	**$1,000.00**
Increase Appropriations:		
527780 10000 1000100000	Special Program Expense	**$1,000.00**

Jeff Stone, 3rd District Supervisor

3.12

FORM 11 – CID Funds (Rev. 1/08)

BACKGROUND:

Community Improvement Designation funds will be given to the local-community organizations dedicated to serving the public. The organizations will use the County funds to improve the quality of life of local residents.

Community Improvement Designation funds given to these organizations will be used for the following purposes:

ORGANIZATION	COMMUNITY SERVICE
Riverside County Economic Development Agency	Edward Dean Garden

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

FROM: Supervisor Jeff Stone **SUBMITTAL DATE:** October 20, 2009

SUBJECT: Third District Use of Community Improvement Designation Fund

RECOMMENDED MOTION: That the Board of Supervisors:

1) Approve the use of Community Improvement Designation funds for the following organizations:

Family Services Association / Daybreak Adult Day Services **$500. 00**
1075 N. State St. , Hemet, CA 92543

2) Approve and direct the Auditor-Controller to make the following budget adjustments:

Increase Appropriations:
10000-1000100000-536200 Contributions to Non-Co Agency **$500 .00**

Decrease Board Designation:
10000-1000100000-320135 Community Improvement **$500 .00**

Jeff Stone, 3rd District Supervisor

Prev. Agn. ref. **Dist.** **AGENDA NO.** 3.13

FORM 11 – CID Funds (Rev. 1/08)

BACKGROUND:

Community Improvement Designation funds will be given to the local-community organizations dedicated to serving the public. The organizations will use the County funds to improve the quality of life of local residents.

Community Improvement Designation funds given to these organizations will be used for the following purposes:

ORGANIZATION	COMMUNITY SERVICE
Family Services Association / Daybreak Adult Day Services	Adult Day Scholarships

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

FROM: Supervisors Jeff Stone and Marion Ashley **SUBMITTAL DATE:** October 27, 2009

SUBJECT: Third and Fifth District Use of Community Improvement Designation Fund

RECOMMENDED MOTION: That the Board of Supervisors:

1) Approve the use of Community Improvement Designation funds for the following organizations:

Riverside County Code Enforcement	**$1,000. 00**

2) Approve and direct the Auditor-Controller to make the following budget adjustments:

Increase Appropriations: **572800-10000-3140100000 – Intra-Miscellaneous**	**$1,000.00**
Increase Appropriations: **523230-10000-3140100000 -- Miscellaneous Expense**	**$1,000.00**
Increase Appropriations: **10000-1000100000-527780 Special Program Expense**	**$1,000 .00**
Decrease Board Designation: **10000-1000100000-320135 Community Improvement**	**$1,000 .00**

Jeff Stone, 3rd District Supervisor

Marion Ashley, 5th District Supervisor

REQUIRES 4/5th's VOTE

3.14

FORM 11 – CID Funds (Rev. 1/08)

BACKGROUND:

Community Improvement Designation funds will be given to the local-community organizations dedicated to serving the public. The organizations will use the County funds to improve the quality of life of local residents.

Community Improvement Designation funds given to these organizations will be used for the following purposes:

ORGANIZATION	COMMUNITY SERVICE
Riverside County Code Enforcement	Neighborhood Conference

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

FROM: Jeff Stone, Supervisor, 3rd District

SUBMITTAL DATE:
October 20, 2009

SUBJECT: Review and Evaluate Deposit-Based Fees for Entitlement in the County of Riverside

RECOMMENDED MOTION: That the Board direct the Transportation and Land Management Agency (TLMA) in conjunction with the BIA/County Streamlining Strike Force, to review the Deposit-Based Fee Program and recommend improvements or modifications needed to facilitate development in Riverside County, and present those findings as part of the Strike Force' Annual Report due to the Board in February 2010.

BACKGROUND: Approximately two years ago, in response to the early signs of an economic downturn, the Board established the BIA/County Streamlining Strike Force to identify activities and processes that can be instituted or revised to reduce obstacles to development, in both these difficult times and in the future expected resurgence of building activity. The Strike Force

JEFF STONE
Supervisor, 3rd District

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(Continued On Attached Page)

FINANCIAL DATA				
	Current F.Y. Total Cost:	$ -0-	In Current Year Budget:	No
	Current F.Y. Net County Cost:	$ -0-	Budget Adjustment:	No
	Annual Net County Cost:	$ -0-	For Fiscal Year:	09-10

SOURCE OF FUNDS:

Positions To Be Deleted Per A-30 ☐

Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION:

County Executive Office Signature

Departmental Concurrence

☒ Policy ☐ Policy

☐ Consent ☐ Consent

Dep't Recomm.: Per Exec. Ofc.:

Prev. Agn. Ref. | **District:** | **Agenda Number:** 3.15

has achieved a significant number of positive and beneficial actions which increased transparency of review processes, shortened processing times, reduced costs and improved customer service.

Acknowledging the good work of the Strike Force to-date, there remains room for improvement. I am proposing a review of the efficiency and effectiveness of our deposit-based fee system itself and request appropriate recommendations from the Strike Force for improvements or modifications. Our respect for the applicant's time and money must be demonstrated by our continuing commitment to customer satisfaction with all elements of the entitlement process.

Riverside County phased in deposit-based fees for entitlement projects in the mid 1990's, due in part to pressure from the Paladin Group and the Building Industry Association (BIA). Under this system, the application fee constitutes a deposit against costs are assessed for review and processing of the application. In the event the deposit amount falls below the cost of completing the review, additional (supplemental) fees are required from the application. Non-deposit based fees, still in use for lower cost development projects and virtually all non-development projects and activities in the county, establish their fee based on an analysis of the historic average cost of similar projects or activities. It was this average cost basis to which Paladin Group and the BIA objected, arguing that well designed and planned projects cost less than the average to process and thereby non-deposit based fees would become a subsidy for the review costs of poorly designed and/or planned projects.

In the intervening fifteen years, the county has witnessed a dramatic expansion, and more recently a collapse, in the rate of development in the county. Over that period, the average cost for processing DBF cases has increased and some applicants have expressed concerns about the time and cost of processing development projects. My desire is to consistently show the development and business community that Riverside County is indeed business friendly. We have an obligation to our applicants to inform them up front of the anticipated cost and time-frame associated with their land use application. That way, the applicant can make an informed business decision at the beginning of their land use application process.

I'm sure it will come as no surprise that I have developed an acronym for my proposal: RESPECT (**R**ealizing **E**ntitlements, **S**implifying **P**rocessing, **E**ncouraging **C**onstruction **T**oday). The RESPECT initiative will enable applicants to process their cases quickly and cost effectively, with the goal of getting projects to the construction stage as soon as possible.

It is my understanding a workshop is scheduled with our Planning Commission on October 28, 2009, to receive an update on the Strike Force efforts. I would like the Planning Commission workshop to initiate the DBF discussions and kick-off the RESPECT initiative.

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SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

FROM: Executive Office

SUBMITTAL DATE:
October 19, 2009

SUBJECT: Board Policy A-30 and B-3 Update

RECOMMENDED MOTION: That the Board of Supervisors approve the revisions to Policy A-30 "Coordination of Grants" and B-3 "Contract Services to Cities" of the Board of Supervisors Policy Manual, to be effective immediately.

BACKGROUND: During the budget hearings held on May 4 and 5, 2009, a number of questions were raised by the Board in regards to impacts on the general fund by a reduction in grant or contract revenue from cities. Executive Office analysts reviewed Board Policy A-30 and B-3 and concluded that revisions were warranted to 1) make it easier for the departments to manage their staff resources by specifically allowing the transfer of a staff person(s) to another contract/grant revenue-supported or vacant, budgeted position as long as there is no new net county cost; and 2) track new A-30 or B-3 positions.

(Continued)

Serena Chow
Serena Chow, Senior Management Analyst

FINANCIAL DATA				
	Current F.Y. Total Cost:	$	In Current Year Budget:	
	Current F.Y. Net County Cost:	$	Budget Adjustment:	
	Annual Net County Cost:	$	For Fiscal Year:	

SOURCE OF FUNDS:

Positions To Be Deleted Per A-30 ☐

Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION:

APPROVE

BY: Christopher M. Hans

County Executive Office Signature

Departmental Concurrence

☒ Policy ☐ Consent

☒ Policy ☐ Consent

Dep't Recomm.:

Per Exec. Ofc.:

Prev. Agn. Ref.: | **District:** | **Agenda Number:** 3.16

Pursuant to Board Policy A-30, any staff position(s) funded by grants or contracts shall be deleted when the grant or contract revenue is terminated. In reality, a terminated grant or contract-funded staff person(s) is transferred into other contract/grant revenue- supported or vacant, budgeted positions – and in some cases, an unbudgeted, general fund position.

While departments require some flexibility to move staff to other budgeted vacant positions, the general fund is unable to backfill staff positions when their grant or contract source of funding is terminated or reduced.

Revisions to Policy A-30 and B-3 will apply to all new positions. Currently, there is no mechanism to track new positions funded by grants or contract revenue. The Executive Office, in cooperation with Human Resources, has identified some changes to make it easier to track new A-30 or B-3 positions. In summary, the policy revisions include:

- Minor modifications to the Human Resources ABP form (Adding/Deleting of Budgeted Positions) to "code" grant or contract revenue-funded positions.

- Departments will be required to maintain all Board-authorizing Form-11s for all A-30 or B-3 contract positions for the duration of the grant or contract period.

- When the grant or contract revenues are reduced or terminated, the department does not need to terminate the position(s) if the department can demonstrate that the position(s) can be funded from a source other than new net county cost.

The revisions to Board Policy A-30 and B-3 will enable Human Resources to track and report to the Board the number of new A-30 and B-3 positions added while giving departments better flexibility to manage and monitor grant or contract funded positions.

Staff recommends approval of the revisions to Policy A-30 and B-3.

COUNTY OF RIVERSIDE, CALIFORNIA
BOARD OF SUPERVISORS POLICY

Subject:	Policy Number	Page
COORDINATION OF GRANTS	**A-30**	**1 of 2**

Policy:

It is the purpose of this policy to establish guidelines for county departments currently administering or considering application for state, federal and other grants.

1. The County Counsel will review and approve as to form all contracts, grant agreements and other legal documents prior to submission to the Board of Supervisors.

2. It shall be the policy of the Board of Supervisors that any staff positions funded by grants or contracts shall be deleted upon the termination of such external funding.
   a. Grant or contract-funded positions shall be added and deleted through the Human Resources ABP (Adding/Deleting of Budgeted Positions) Form:
      1. The department shall indicate whether the position(s) is being added or deleted by virtue of grant or contract funding.

      2. The department shall indicate the percentage of the position(s) funded by a grant or contract.

      3. The department shall maintain all Board-authorizing Form-11's for all A-30 positions added by virtue of grant or contract funding for the duration of the grant or contract period.

3. Upon the termination of grant or contract funding, the position(s) shall be deleted unless the department can demonstrate that the position(s) can be funded from other than new net county cost.

4. Authorization:
   a. By the Board of Supervisors. Pre-application, grant letter of intent, grant renewal, or grant amendment to any federal, state, or other grantor agency that obligates county funds for the grant, which is not already specifically budgeted in the current fiscal year.
   b. By the department head. Department heads may submit any pre-application, grant letter of intent, grant renewal, or grant amendment to any federal, state, or other grantor agency on behalf of the county provided that:
      1. It pertains to the function of the department;

      2. The Executive Office is notified by the department head prior to submittal;

      3. Obligated county funds are specifically budgeted in the current fiscal year, or there are no obligated county funds for the grant;

4. Any awards or contracts resulting from an application will be brought to the Board of Supervisors for approval.

5. It is further the policy of the Board of Supervisors that grants will not be sought just because funds are available, but rather, they will be sought to meet the identified needs of the county or related agencies.

Reference:

Minute Order dated 05/09/1978

Minute Order 3.9 of 12/19/1995

Minute Order 3.4 of 12/08/1998

Minute Order 3.7 of 11/07/2006

COUNTY OF RIVERSIDE, CALIFORNIA
BOARD OF SUPERVISORS POLICY

Subject:	**Policy Number**	**Page**
CONTRACT SERVICES TO CITIES	**B-3**	**1 of 1**

Policy:

The Board of Supervisors may, upon the request of the city council of an incorporated city, provide specific services to such city under terms, conditions and rates set forth in a contract to be executed between both agencies.

1. Rates for contract services to cities shall be reviewed annually by the County Auditor-Controller.

2. Any County staff positions funded by contract revenue shall be deleted upon the reduction in or termination of such a contract.

   a. Contract-funded positions shall be added and deleted through the Human Resources ABP (Adding/Deleting of Budgeted Positions) Form:

      1. The department shall indicate whether the position(s) is being added or deleted by virtue of contract revenue.

      2. The department shall indicate the percentage of the position(s) funded by the contract.

      3. The department shall maintain all Board-authorizing Form-11's for all positions added by virtue of contract revenue for the duration of the contract period.

3. Upon the termination of contract funding, the position(s) shall be deleted unless the department can demonstrate that the position(s) can be funded from other than new net county cost.

Reference:
Minute Order dated 01/28/75
Minute Order 3.3 of 04/10/07

COUNTY OF RIVERSIDE, CALIFORNIA
BOARD OF SUPERVISORS POLICY

Subject:	Policy Number	Page
COORDINATION OF GRANTS	**A-30**	**1 of ~~1~~2**

Policy:

It is the purpose of this policy to establish guidelines for county departments currently administering or considering application for state, federal and other grants.

1. The County Counsel will review and approve as to form all contracts, grant agreements and other legal documents prior to submission to the Board of Supervisors.

2. It shall be the policy of the Board of Supervisors that any staff positions funded by ~~virtue of~~ grants or contracts ~~funding~~ shall be deleted upon the termination of such external funding.
   a. Grant or contract-funded positions shall be added and deleted through the Human Resources ABP (Adding/Deleting of Budgeted Positions) Form:
      1. The department shall indicate whether the position(s) is being added or deleted by virtue of grant or contract funding.

      2. The department shall indicate the percentage of the position(s) funded by a grant or contract.

      3. The department shall maintain all Board-authorizing Form-11's for all A-30 positions added by virtue of grant or contract funding for the duration of the grant or contract period.

3. Upon the termination of grant or contract funding, the position(s) shall be deleted unless the department can demonstrate that the position(s) can be funded from other than new net county cost.

~~3.~~4. Authorization:
   a. By the Board of Supervisors. Pre-application, grant letter of intent, grant renewal, or grant amendment to any federal, state, or other grantor agency that obligates county funds for the grant, which is not already specifically budgeted in the current fiscal year.
   b. By the department head. Department heads may submit any pre-application, grant letter of intent, grant renewal, or grant amendment to any federal, state, or other grantor agency on behalf of the county provided that:
      1. It pertains to the function of the department;

      2. The Executive Office is notified by the department head prior to submittal;

      3. Obligated county funds are specifically budgeted in the current fiscal year, or there are no obligated county funds for the grant;

4. Any awards or contracts resulting from an application will be brought to the Board of Supervisors for approval.

4.5. It is further the policy of the Board of Supervisors that grants will not be sought just because funds are available, but rather, they will be sought to meet the identified needs of the county or related agencies.

Reference:

Minute Order dated 05/09/1978

Minute Order 3.9 of 12/19/1995

Minute Order 3.4 of 12/08/1998

Minute Order 3.7 of 11/07/2006

FINAL DRAFT

COUNTY OF RIVERSIDE, CALIFORNIA
BOARD OF SUPERVISORS POLICY

Subject:	Policy Number	Page
CONTRACT SERVICES TO CITIES	**B-3**	**1 of 1**

Policy:

The Board of Supervisors may, upon the request of the c~~City~~ity council of an incorporated city, provide specific c~~County~~ services to such city under terms, conditions and rates set forth in a contract to be executed between both agencies.

1. Rates for contract services to cities shall be reviewed annually~~from time to time~~ by the County Auditor-Controller.

2. ~~It shall be the policy of the Board of Supervisors that~~ any County staff positions funded by ~~virtue of~~ contract revenue~~funding~~ shall be deleted upon the reduction in or termination of such a contract. ~~external funding.~~

   a. Contract-funded positions shall be added and deleted through the Human Resources ABP (Adding/Deleting of Budgeted Positions) Form:

      1. The department shall indicate whether the position(s) is being added or deleted by virtue of contract revenue.

      2. The department shall indicate the percentage of the position(s) funded by the contract.

      3. The department shall maintain all Board-authorizing Form-11's for all positions added by virtue of contract revenue for the duration of the contract period.

3. Upon the termination of contract funding, the position(s) shall be deleted unless the department can demonstrate that the position(s) can be funded from other than new net county cost.

Reference:
Minute Order dated 01/28/75
Minute Order 3.3 of 04/10/07

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SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

FROM: Executive Office

SUBMITTAL DATE:
October 13, 2009

SUBJECT: Proposition 1A Securitization Program

RECOMMENDED MOTION: That the Board approve Resolution 2009-315 approving the form of and authorizing the execution and delivery of a Purchase and Sale Agreement and related documents with respect to the sale of the seller's Proposition 1A Receivable from the state; and directing the authorizing certain other actions in connection therewith.

BACKGROUND: Proposition 1A was passed by California voters in 2004 to ensure local property tax and sales tax revenues remain with local government thereby safeguarding funding for public safety, health, libraries, parks, and other local services. Provisions can only be suspended if the Governor declares a fiscal necessity and two-thirds of the Legislature concurs.
(Continued)

FORM APPROVED COUNTY COUNSEL
BY DALE A. GARDNER DATE 10/15/09
Departmental Concurrence

Dean Deines
Deputy County Executive Officer

FINANCIAL DATA	**Current F.Y. Total Cost:**	$ N/A	**In Current Year Budget:**	N/A
	Current F.Y. Net County Cost:	$ N/A	**Budget Adjustment:**	N/A
	Annual Net County Cost:	$ N/A	**For Fiscal Year:**	N/A

SOURCE OF FUNDS: N/A

Positions To Be Deleted Per A-30 ☐
Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION:

APPROVE
BY: Paul McDonnell

County Executive Office Signature

☐ Consent ☒ Policy
☐ Consent ☒ Policy

Dep't Recomm.:
Per Exec. Ofc.:

Prev. Agn. Ref.: | District: | Agenda Number: 3.17

The emergency suspension of Proposition 1A was passed by the Legislature and signed by the Governor as ABX4 14 and ABX4 15 as part of the 2009-10 budget package on July 28, 2009. Under the provision, the State will borrow 8% of the amount of property tax revenue apportioned to cities, counties and special districts. The state will be required to repay those obligations plus interest (set at 2%) by June 30, 2013.

The legislature approved SB67 on October 14, 2009, and now awaits the governor's signature. SB 67 will provide a few critical changes to the enacted legislation, including but not limited to providing for: financing to occur in November; county auditor certification of amount of Prop 1A receivable; tax-exempt structure; California Communities as the only issuer; more flexibility on bond structure (interest payments, state payment date and redemption features); sales among local agencies; and revision to the hardship mechanism.

Under the Securitization Program, California Communities will simultaneously purchase the Proposition 1A Receivables, issue bonds ("Prop 1A Bonds") and provide Riverside County with the cash proceeds in two equal installments, on January 15, 2010 and May 3, 2010 (to coincide with the dates that the State will be shifting property tax from the County). The purchase price paid to Riverside County will equal 100% of the amount of the property tax reduction. All transaction costs and interest will be paid by the State of California. The County will have no obligation on the bonds and no credit exposure to the State.

If the County sells its Proposition 1A Receivable under the Proposition 1A Securitization Program, California Communities will pledge the County's Proposition 1A Receivable to secure the repayment of a corresponding amount of the Prop 1A Bonds. The County's sale of its Proposition 1A Receivable will be irrevocable. Bondholders will have no recourse to the County if the State does not make the Proposition 1A Repayment.

RESOLUTION NO. 2009-315

BOARD OF SUPERVISORS
OF THE
COUNTY OF RIVERSIDE

A RESOLUTION APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A PURCHASE AND SALE AGREEMENT AND RELATED DOCUMENTS WITH RESPECT TO THE SALE OF THE SELLER'S PROPOSITION 1A RECEIVABLE FROM THE STATE; AND DIRECTING AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION THEREWITH

WHEREAS, pursuant to Section 25.5 of Article XIII of the California Constitution and Chapter 14XXXX of the California Statutes of 2009 (Assembly Bill No. 15), as amended (the "Act"), certain local agencies within the State of California (the "State") are entitled to receive certain payments to be made by the State on or before June 30, 2013, as reimbursement for reductions in the percentage of the total amount of ad valorem property tax revenues allocated to such local agencies during the State's 2009-10 fiscal year (the "Reimbursement Payments"), which reductions have been authorized pursuant to Sections 100.05 and 100.06 of the California Revenue and Taxation Code;

WHEREAS, the County of Riverside, a local agency within the meaning of Section 6585(f) of the California Government Code (the "Seller"), is entitled to and has determined to sell all right, title and interest of the Seller in and to its "Proposition 1A receivable", as defined in Section 6585(g) of the California Government Code (the "Proposition 1A Receivable"), namely, the right to payment of moneys due or to become due to the Seller pursuant to Section 25.5(a)(1)(B)(iii) of Article XIII of the California Constitution and Section 100.06 of the California Revenue and Taxation Code, in order to obtain money to fund public capital improvements or working capital;

WHEREAS, the Seller is authorized to sell or otherwise dispose of its property as the interests of its residents require;

WHEREAS, the California Statewide Communities Development Authority, a joint exercise of powers authority organized and existing under the laws of the State (the "Purchaser"), has been authorized pursuant to Section 6588(x) of the California Government Code to purchase the Proposition 1A Receivable;

WHEREAS, the Purchaser desires to purchase the Proposition 1A Receivable and the Seller desires to sell the Proposition 1A Receivable pursuant to a purchase and sale agreement by and between the Seller and the Purchaser in the form presented to this Board of Supervisors (the "Sale Agreement") for the purposes set forth herein;

WHEREAS, in order to finance the purchase price of the Proposition 1A Receivable from the Seller and the purchase price of other Proposition 1A Receivables from other local agencies, the Purchaser will issue its bonds (the "Bonds") pursuant to Section 6590 of the California Government Code and an Indenture (the "Indenture"), by and between the Purchaser and Wells Fargo Bank, National Association, as trustee (the "Trustee"), which Bonds will be payable solely

FORM APPROVED COUNTY COUNSEL
BY [signature] 10/15/09
DALE A. GARDNER DATE

from the proceeds of the Seller's Proposition 1A Receivable and other Proposition 1A Receivables sold to the Purchaser by local agencies in connection with the issuance of the Bonds;

WHEREAS, the Seller acknowledges that (i) any transfer of its Proposition 1A Receivable to the Purchaser pursuant to the Sale Agreement shall be treated as an absolute sale and transfer of the property so transferred and not as a pledge or grant of a security interest by County of Riverside to secure a borrowing, (ii) any such sale of its Proposition 1A Receivable to the Purchaser shall automatically be perfected without the need for physical delivery, recordation, filing or further act, (iii) the provisions of Division 9 (commencing with Section 9101) of the California Commercial Code and Sections 954.5 to 955.1 of the California Civil Code, inclusive, shall not apply to the sale of its Proposition 1A Receivable, and (iv) after such transfer, the Seller shall have no right, title, or interest in or to the Proposition 1A Receivable sold to the Purchaser and the Proposition 1A Receivable will thereafter be owned, received, held and disbursed only by the Purchaser or a trustee or agent appointed by the Purchaser;

WHEREAS, the Seller acknowledges that the Purchaser will grant a security interest in the Proposition 1A Receivable to the Trustee and any credit enhancer to secure payment of the Bonds;

WHEREAS, a portion of the proceeds of the Bonds will be used by the Purchaser to, among other things, pay the purchase price of the Proposition 1A Receivable;

WHEREAS, the Seller will use the proceeds received from the sale of the Proposition 1A Receivable for any lawful purpose as permitted under the applicable laws of the State;

NOW THEREFORE, the Board of Supervisors of the County of Riverside hereby resolves as follows:

Section 1. All of the recitals set forth above are true and correct, and this Board of Supervisors hereby so finds and determines.

Section 2. The Seller hereby authorizes the sale of the Proposition 1A Receivable to the Purchaser for a price equal to the amount certified as the Initial Amount (as defined in the Sale Agreement) by the County auditor pursuant to the Act. The form of Sale Agreement presented to the Board of Supervisors is hereby approved. An Authorized Officer (as set forth in Appendix A of this Resolution, attached hereto and by this reference incorporated herein) is hereby authorized and directed to execute and deliver the Sale Agreement on behalf of the Seller, which shall be in the form presented at this meeting.

Section 3. Any Authorized Officer is hereby authorized and directed to send, or to cause to be sent, an irrevocable written instruction to the State Controller (the "Irrevocable Written Instruction") notifying the State of the sale of the Proposition 1A Receivable and instructing the disbursement pursuant to Section 6588.6(c) of California Government Code of the Proposition 1A Receivable to the Trustee, on behalf of the Purchaser, which Irrevocable Written Instruction shall be in the form presented at this meeting.

Section 4. The Authorized Officers and such other Seller officers, as appropriate, are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents, including but not limited to, if required, appropriate escrow instructions relating to the delivery into escrow of executed documents prior to the closing of the Bonds, and such other documents mentioned in the Sale Agreement or the Indenture, which any of them may deem necessary or desirable in order to implement the Sale Agreement and otherwise to carry out, give effect to and comply with the terms and intent of this Resolution; and all such actions heretofore taken by such officers are hereby ratified, confirmed and approved.

Section 5. All consents, approvals, notices, orders, requests and other actions permitted or required by any of the documents authorized by this Resolution, whether before or after the sale of the Proposition 1A Receivable or the issuance of the Bonds, including without limitation any of the foregoing that may be necessary or desirable in connection with any default under or amendment of such documents, may be given or taken by an Authorized Officer without further authorization by this Board of Supervisors, and each Authorized Officer is hereby authorized and directed to give any such consent, approval, notice, order or request, to execute any necessary or appropriate documents or amendments, and to take any such action that such Authorized Officer may deem necessary or desirable to further the purposes of this Resolution.

Section 6. The Board of Supervisors acknowledges that, upon execution and delivery of the Sale Agreement, the Seller is contractually obligated to sell the Proposition 1A Receivable to the Purchaser pursuant to the Sale Agreement and the Seller shall not have any option to revoke its approval of the Sale Agreement or to determine not to perform its obligations thereunder.

Section 7. This Resolution shall take effect from and after its adoption and approval.

PASSED AND ADOPTED by the Board of Supervisors of the County of Riverside, State of California, this _____ day of _____, 2009, by the following vote:

AYES:

NOES:

ABSENT:

_____
Chairman

Attest:

_____
Clerk of the Board

Approved as to form :

SELLER'S COUNSEL

FORM APPROVED COUNTY COUNSEL
BY [signature] 10/15/09
By DALE A. GARDNER DATE

Dated: _____

APPENDIX A

COUNTY OF RIVERSIDE

Authorized Officers: Bill Luna, County Executive Officer

Paul McDonnell, County Finance Director

Dean Deines, Deputy County Executive Officer

any designee of any of them, as appointed in a written certificate of such Authorized Officer delivered to the Trustee.

COUNTY OF RIVERSIDE, CALIFORNIA,
as Seller

and

CALIFORNIA STATEWIDE COMMUNITIES
DEVELOPMENT AUTHORITY,
as Purchaser

PURCHASE AND SALE AGREEMENT

Dated as of November 1, 2009

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PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT, dated as of November 1, 2009 (this "Agreement"), is entered into by and between:

(1) COUNTY OF RIVERSIDE, a local agency of the State of California within the meaning of Section 6585(f) of the California Government Code (the "Seller"); and

(2) CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY, a joint exercise of powers authority organized and existing under the laws of the State of California (the "Purchaser").

RECITALS

A. Pursuant to Section 25.5 of Article XIII of the California Constitution and Section 100.06 of the California Revenue and Taxation Code, local agencies within the meaning of Section 6585(f) of the California Government Code are entitled to receive certain payments to be made by the State of California (the "State") on or before June 30, 2013, as reimbursement for reductions in the percentage of the total amount of ad valorem property tax revenues allocated to such local agencies during the State's 2009-10 fiscal year, which reductions have been authorized pursuant to Sections 100.05 and 100.06 of the California Revenue and Taxation Code.

B. The Seller is the owner of the Proposition 1A Receivable (as defined below) and is entitled to and has determined to sell all right, title and interest in and to the Proposition 1A receivable, namely, the right to payment of moneys due or to become due to the Seller pursuant to Section 25.5(a)(1)(B)(iii) of Article XIII of the California Constitution and Section 100.06 of the California Revenue and Taxation Code, in order to obtain money to fund any lawful purpose as permitted under the applicable laws of the State.

C. The Seller is authorized to sell or otherwise dispose of its property as the interests of its residents require.

D. The Purchaser, a joint exercise of powers authority organized and existing under the laws of the State, has been authorized pursuant to Section 6588(x) of the California Government Code to purchase the Proposition 1A Receivable.

E. The Seller is willing to sell, and the Purchaser is willing to purchase, the Proposition 1A Receivable upon the terms specified in this Agreement.

F. Pursuant to its Proposition 1A Receivable Financing Program (the "Program"), the Purchaser will issue its bonds (the "Bonds") pursuant to an Indenture (the "Indenture"), between the Purchaser and Wells Fargo Bank, National Association, as trustee (the "Trustee"), and will use a portion of the proceeds thereof to purchase the Proposition 1A Receivable from the Seller.

G. The Purchaser will grant a security interest in such Proposition 1A Receivable to the Trustee and each Credit Enhancer to secure the Bonds.

AGREEMENT

NOW, THEREFORE, in consideration of the above Recitals and the mutual covenants herein contained, the parties hereto hereby agree as follows:

1. Definitions and Interpretation.

(a) For all purposes of this Agreement, except as otherwise expressly provided herein or unless the context otherwise requires, capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in Exhibit A attached hereto and which is incorporated by reference herein.

(b) The words "hereof," "herein," "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement; section and exhibit references contained in this Agreement are references to sections and exhibits in or to this Agreement unless otherwise specified; and the term "including" shall mean "including without limitation."

(c) Any agreement, instrument or statute defined or referred to herein or in any instrument or certificate delivered in connection herewith means such agreement, instrument or statute as from time to time may be amended, modified or supplemented and includes (in the case of agreements or instruments) references to all attachments and exhibits thereto and instruments incorporated therein; and any references to a Person are also to its permitted successors and assigns.

2. Agreement to Sell and Purchase; Conditions Precedent.

(a) The Seller agrees to sell, and the Purchaser agrees to purchase, on the Closing Date, for an amount equal to the Purchase Price, all right, title and interest of the Seller in and to the "Proposition 1A receivable" as defined in Section 6585(g) of the California Government Code (the "Proposition 1A Receivable"), namely, the right to payment of moneys due or to become due to the Seller pursuant to Section 25.5(a)(1)(B)(iii) of Article XIII of the California Constitution and Section 100.06 of the California Revenue and Taxation Code. The Purchase Price shall be paid by the Purchaser to the Seller in two equal cash installment payments, without interest (each, an "Installment Payment" and, collectively, the "Installment Payments"), on January 15, 2010, and May 3, 2010 (each a "Payment Date" and, collectively, the "Payment Dates"). The Purchaser shall pay the Purchase Price by wire transfer pursuant to wire instructions provided by the Seller to the Trustee by e-mail to john.deleray@wellsfargo.com or by facsimile to 213-614-3355, Attention: John Deleray. If wire instructions are not provided to the Trustee (or if such wire instructions are invalid) payment will be made by check mailed to the Seller's Principal Place of Business.

(b) The performance by the Purchaser of its obligations hereunder shall be conditioned upon:

(i) Transaction Counsel receiving on or before the date the Bonds are sold (the "Pricing Date"), to be held in escrow until the Closing Date and then delivered to the Purchaser on the Closing Date, the following documents

duly executed by the Seller or its counsel, as applicable: (1) an opinion of counsel to the Seller dated the Pricing Date in substantially the form attached hereto as Exhibit B1, (2) certificates dated the Pricing Date in substantially the forms attached hereto as Exhibit C1 and Exhibit C2, (3) irrevocable instructions to the Controller dated as of the Closing Date in substantially the form attached hereto as Exhibit D, (4) this Agreement, (5) a certified copy of the resolution of the Seller's Board of Supervisors approving this Agreement, the transactions contemplated hereby and the documents attached hereto as exhibits, and (6) an escrow instruction letter in substantially the form attached hereto as Exhibit E;

(ii) Transaction Counsel receiving on or before the Pricing Date, (1) a bringdown opinion of counsel to the Seller dated as of the Closing Date in substantially the form attached hereto as Exhibit B2, and (2) a bill of sale and bringdown certificate of the Seller (the "Bill of Sale") in substantially the form attached hereto as Exhibit C3; provided that the Purchaser may waive, in its sole discretion, the requirements of Section 2(b)(ii)(1);

(iii) the Purchaser issuing Bonds in an amount which will be sufficient to pay the Purchase Price; and

(iv) the receipt by the Purchaser of a certification of the County Auditor confirming the Initial Amount of the Proposition 1A Receivable pursuant to the Act.

(c) The performance by the Seller of its obligations hereunder shall be conditioned solely upon the Purchaser's issuance of the Bonds and its execution and delivery of this Agreement, pursuant to which it is legally obligated to pay the Installment Payments to the Seller on the Payment Dates as set forth in this Agreement, and no other act or omission on the part of the Purchaser or any other party shall excuse the Seller from performing its obligations hereunder. Seller specifically disclaims any right to rescind this Agreement, or to assert that title to the Proposition 1A Receivable has not passed to the Purchaser, should Purchaser fail to make Installment Payments in the requisite amounts on the Payment Dates.

3. Purchase Price, Conveyance of Proposition 1A Receivable and Payment of Purchase Price.

(a) Upon pricing of the Bonds by the Purchaser, the Purchaser will inform the Seller that it will pay the Purchase Price in Installment Payments on the Payment Dates.

(b) In consideration of the Purchaser's agreement to pay and deliver to the Seller the Installment Payments on the Payment Dates, the Seller agrees to (i) transfer, grant, bargain, sell, assign, convey, set over and deliver to the Purchaser, absolutely and not as collateral security, without recourse except as expressly provided herein, and the Purchaser agrees to purchase, accept and receive, the Proposition 1A Receivable, and (ii) assign to the Purchaser, to the extent permitted by law, all present or future rights, if any, of the Seller to enforce or cause the enforcement of payment of the Proposition 1A Receivable pursuant to the Act and other

applicable law. Such transfer, grant, bargain, sale, assignment, conveyance, set over and delivery is hereby expressly stated to be a sale and, pursuant to Section 6588.6(b) of the California Government Code, shall be treated as an absolute sale and transfer of the Proposition 1A Receivable, and not as a grant of a security interest by the Seller to secure a borrowing. This is the statement referred to in Sections 6588.6(b) and (c) of the California Government Code.

4. Representations and Warranties of the Purchaser. The Purchaser represents and warrants to the Seller, as of the date hereof, as follows:

(a) The Purchaser is duly organized, validly existing and in good standing under the laws of the State of California.

(b) The Purchaser has full power and authority to enter into this Agreement and to perform its obligations hereunder and has duly authorized such purchase and assignment of the Proposition 1A Receivable by the Purchaser by all necessary action.

(c) Neither the execution and delivery by the Purchaser of this Agreement, nor the performance by the Purchaser of its obligations hereunder, shall conflict with or result in a breach or default under any of its organizational documents, any law, rule, regulation, judgment, order or decree to which it is subject or any agreement or instrument to which it is a party.

(d) To the best of the knowledge of the Purchaser, no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, is pending or threatened in any way against the Purchaser affecting the existence of the Purchaser or the titles of its commissioners or officers, or seeking to restrain or to enjoin the purchase of the Proposition 1A Receivable or to direct the application of the proceeds of the purchase thereof, or in any way contesting or affecting the validity or enforceability of any of the Transaction Documents or any other applicable agreements or any action of the Purchaser contemplated by any of said documents, or in any way contesting the powers of the Purchaser or its authority with respect to the Transaction Documents to which it is a party or any other applicable agreement, or any action on the part of the Purchaser contemplated by the Transaction Documents, or in any way seeking to enjoin or restrain the Purchaser from purchasing the Proposition 1A Receivable or which if determined adversely to the Purchaser would have an adverse effect upon the Purchaser's ability to purchase the Proposition 1A Receivable, nor to the knowledge of the Purchaser is there any basis therefor.

(e) This Agreement, and its execution, delivery and performance hereof have been duly authorized by it, and this Agreement has been duly executed and delivered by it and constitutes its valid and binding obligation enforceable against it in accordance with the terms hereof, subject to the effect of bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and other similar laws relating to or affecting creditors' rights generally or the application of equitable principles in any proceeding, whether at law or in equity.

(f) The Purchaser is a separate legal entity, acting solely through its authorized representatives, from the Seller, maintaining separate records, books of account, assets, bank accounts and funds, which are not and have not been commingled with those of the Seller.

(g) All approvals, consents, authorizations, elections and orders of or filings or registrations with any governmental authority, board, agency or commission having jurisdiction which would constitute a condition precedent to, or the absence of which would adversely affect, the purchase by the Purchaser of the Proposition 1A Receivable or the performance by the Purchaser of its obligations under the Transaction Documents to which it is a party and any other applicable agreements, have been obtained and are in full force and effect.

(h) Insofar as it would materially adversely affect the Purchaser's ability to enter into, carry out and perform its obligations under any or all of the Transaction Documents to which it is a party, or consummate the transactions contemplated by the same, the Purchaser is not in breach of or default under any applicable constitutional provision, law or administrative regulation of the State of California or the United States or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which it is a party or to which it or any of its property or assets is otherwise subject, and, to the best of the knowledge of the Purchaser, no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute a default or an event of default under any such instrument, and the execution and delivery by the Purchaser of the Transaction Documents to which it is a party, and compliance by the Purchaser with the provisions thereof, under the circumstances contemplated thereby, do not and will not conflict with or constitute on the part of the Purchaser a breach of or default under any agreement or other instrument to which the Purchaser is a party or by which it is bound or any existing law, regulation, court order or consent decree to which the Purchaser is subject.

5. Representations and Warranties of the Seller. The Seller hereby represents and warrants to the Purchaser, as of the date hereof, as follows:

(a) The Seller is a local agency within the meaning of Section 6585(f) of the California Government Code, with full power and authority to execute and deliver this Agreement and to carry out its terms.

(b) The Seller has full power, authority and legal right to sell and assign the Proposition 1A Receivable to the Purchaser and has duly authorized such sale and assignment to the Purchaser by all necessary action; and the execution, delivery and performance by the Seller of this Agreement has been duly authorized by the Seller by all necessary action.

(c) This Agreement has been, and as of the Closing Date the Bill of Sale will have been, duly executed and delivered by the Seller and, assuming the due authorization, execution and delivery of this Agreement by the Purchaser, each of this Agreement and the Bill of Sale constitutes a legal, valid and binding obligation of the Seller enforceable in accordance with its terms, subject to the effect of bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and other similar laws relating to or affecting creditors' rights generally or the application of equitable principles in any proceeding, whether at law or in equity.

(d) All approvals, consents, authorizations, elections and orders of or filings or registrations with any governmental authority, board, agency or commission having jurisdiction which would constitute a condition precedent to, or the absence of which would adversely affect, the sale by the Seller of the Proposition 1A Receivable or the performance by the Seller of its

obligations under the Resolution and the Transaction Documents to which it is a party and any other applicable agreements, have been obtained and are in full force and effect.

(e) Insofar as it would materially adversely affect the Seller's ability to enter into, carry out and perform its obligations under any or all of the Transaction Documents to which it is a party, or consummate the transactions contemplated by the same, the Seller is not in breach of or default under any applicable constitutional provision, law or administrative regulation of the State of California or the United States or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which it is a party or to which it or any of its property or assets is otherwise subject, and, to the best of the knowledge of the Seller, no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute a default or an event of default under any such instrument, and the adoption of the Resolution and the execution and delivery by the Seller of the Transaction Documents to which it is a party, and compliance by the Seller with the provisions thereof, under the circumstances contemplated thereby, do not and will not conflict with or constitute on the part of the Seller a breach of or default under any agreement or other instrument to which the Seller is a party or by which it is bound or any existing law, regulation, court order or consent decree to which the Seller is subject.

(f) To the best of the knowledge of the Seller, no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, is pending or threatened in any way against the Seller affecting the existence of the Seller or the titles of its Board of Supervisors members or officers to their respective offices, or seeking to restrain or to enjoin the sale of the Proposition 1A Receivable or to direct the application of the proceeds of the sale thereof, or in any way contesting or affecting the validity or enforceability of any of the Transaction Documents or any other applicable agreements or any action of the Seller contemplated by any of said documents, or in any way contesting the powers of the Seller or its authority with respect to the Resolution or the Transaction Documents to which it is a party or any other applicable agreement, or any action on the part of the Seller contemplated by the Transaction Documents, or in any way seeking to enjoin or restrain the Seller from selling the Proposition 1A Receivable or which if determined adversely to the Seller would have an adverse effect upon the Seller's ability to sell the Proposition 1A Receivable, nor to the knowledge of the Seller is there any basis therefor.

(g) Prior to the sale of the Proposition 1A Receivable to the Purchaser, the Seller was the sole owner of the Proposition 1A Receivable, and has such right, title and interest to the Proposition 1A Receivable as provided in the Act. From and after the conveyance of the Proposition 1A Receivable by the Seller to Purchaser on the Closing Date, the Seller shall have no right, title or interest in or to the Proposition 1A Receivable. Except as provided in this Agreement, the Seller has not sold, transferred, assigned, set over or otherwise conveyed any right, title or interest of any kind whatsoever in all or any portion of the Proposition 1A Receivable, nor has the Seller created, or to the best knowledge of the Seller permitted the creation of, any lien, pledge, security interest or any other encumbrance (a "Lien") thereon. Prior to the sale of the Proposition 1A Receivable to the Purchaser, the Seller held title to the Proposition 1A Receivable free and clear of any Liens. As of the Closing Date, this Agreement, together with the Bill of Sale, constitutes a valid and absolute sale to the buyer of all of the Seller's right, title and interest in and to the Proposition 1A Receivable.

(h) The Seller acts solely through its authorized officers or agents.

(i) The Seller maintains records and books of account separate from those of the Purchaser.

(j) The Seller maintains its respective assets separately from the assets of the Purchaser (including through the maintenance of separate bank accounts); the Seller's funds and assets, and records relating thereto, have not been and are not commingled with those of the Purchaser.

(k) The Seller's principal place of business and chief executive office is located at 4080 Lemon Street, 4th Floor, Riverside, California 92501.

(l) The aggregate amount of the Installment Payments is reasonably equivalent value for the Proposition 1A Receivable. The Seller acknowledges that the amount payable to or on behalf of the Purchaser by the State with respect to the Proposition 1A Receivable will be in excess of the Purchase Price and the Initial Amount of the Proposition 1A Receivable and confirms that it has no claim to any such excess amount whatsoever.

(m) The Seller does not act as an agent of the Purchaser in any capacity, but instead presents itself to the public as an entity separate from the Purchaser.

(n) The Seller has not guaranteed and shall not guarantee the obligations of the Purchaser, nor shall it hold itself out or permit itself to be held out as having agreed to pay or as being liable for the debts of the Purchaser; and the Seller has not received nor shall the Seller accept any credit or financing from any Person who is relying upon the availability of the assets of the Purchaser in extending such credit or financing. The Seller has not purchased and shall not purchase any of the Bonds or any interest therein.

(o) All transactions between or among the Seller, on the one hand, and the Purchaser on the other hand (including, without limitation, transactions governed by contracts for services and facilities, such as payroll, purchasing, accounting, legal and personnel services and office space), whether existing on the date hereof or entered into after the date hereof, shall be on terms and conditions (including, without limitation, terms relating to amounts to be paid thereunder) which are believed by each such party thereto to be both fair and reasonable and comparable to those available on an arms-length basis from Persons who are not affiliates.

(p) The Seller has not, under the provisions of Section 100.06(b) of the California Revenue and Taxation Code, received a reduction for hardship or otherwise, nor has it requested, made arrangements for, or completed a reallocation or exchange with any other local agency, of the total amount of the ad valorem property tax revenue reduction allocated to the Seller pursuant to Section 100.06(a) of the California Revenue and Taxation Code.

6. Covenants of the Seller.

(a) The Seller shall not take any action or omit to take any action which adversely affects the interests of the Purchaser in the Proposition 1A Receivable and in the proceeds thereof. The Seller shall not take any action or omit to take any action that shall adversely affect

the ability of the Purchaser, and any assignee of the Purchaser, to receive payments of the Proposition 1A Receivable.

(b) The Seller shall not take any action or omit to take any action that would impair the validity or effectiveness of the Act, nor, without the prior written consent of the Purchaser or its assignees, agree to any amendment, modification, termination, waiver or surrender of, the terms of the Act, or waive timely performance or observance under the Act. Nothing in this agreement shall impose a duty on the Seller to seek to enforce the Act or to seek enforcement thereof by others, or to prevent others from modifying, terminating, discharging or impairing the validity or effectiveness of the Act.

(c) Upon request of the Purchaser or its assignee, (i) the Seller shall execute and deliver such further instruments and do such further acts (including being named as a plaintiff in an appropriate proceeding) as may be reasonably necessary or proper to carry out more effectively the purposes and intent of this Agreement and the Act, and (ii) the Seller shall take all actions necessary to preserve, maintain and protect the title of the Purchaser to the Proposition 1A Receivable.

(d) On or before the Closing Date, the Seller shall send (or cause to be sent) an irrevocable instruction to the Controller pursuant to Section 6588.6(c) of California Government Code to cause the Controller to disburse all payments of the Proposition 1A Receivable to the Trustee, together with notice of the sale of the Proposition 1A Receivable to the Purchaser and the assignment of all or a portion of such assets by the Purchaser to the Trustee. Such notice and instructions shall be in the form of Exhibit D hereto. The Seller shall not take any action to revoke or which would have the effect of revoking, in whole or in part, such instructions to the Controller. Upon sending such irrevocable instruction, the Seller shall have relinquished and waived any control over the Proposition 1A Receivable, any authority to collect the Proposition 1A Receivable, and any power to revoke or amend the instructions to the Controller contemplated by this paragraph. Except as provided in Section 2(c) of this Agreement, the Seller shall not rescind, amend or modify the instruction described in the first sentence of this paragraph. The Seller shall cooperate with the Purchaser or its assignee in giving instructions to the Controller if the Purchaser or its assignee transfers the Proposition 1A Receivable. In the event that the Seller receives any proceeds of the Proposition 1A Receivable, the Seller shall hold the same in trust for the benefit of the Purchaser and the Trustee and each Credit Enhancer, as assignees of the Purchaser, and shall promptly remit the same to the Trustee.

(e) The Seller hereby covenants and agrees that it will not at any time institute against the Purchaser, or join in instituting against the Purchaser, any bankruptcy, reorganization, arrangement, insolvency, liquidation, or similar proceeding under any United States or state bankruptcy or similar law.

(f) The financial statements and books and records of the Seller prepared after the Closing Date shall reflect the separate existence of the Purchaser and the sale to the Purchaser of the Proposition 1A Receivable.

(g) The Seller shall treat the sale of the Proposition 1A Receivable as a sale for regulatory and accounting purposes.

(h) From and after the date of this Agreement, the Seller shall not sell, transfer, assign, set over or otherwise convey any right, title or interest of any kind whatsoever in all or any portion of the Proposition 1A Receivable, nor shall the Seller create, or to the knowledge of the Seller permit the creation of, any Lien thereon.

7. The Purchaser's Acknowledgment. The Purchaser acknowledges that the Proposition 1A Receivable is not a debt or liability of the Seller, and that the Proposition 1A Receivable is payable solely by the State from the funds of the State provided therefor. Consequently, neither the taxing power of the Seller, nor the full faith and credit thereof is pledged to the payment of the Proposition 1A Receivable. No representation is made by the Seller concerning the obligation or ability of the State to make any payment of the Proposition 1A Receivable pursuant to Section 100.06 of the Revenue and Taxation Code and Section 25.5 of Article XIII of the California Constitution, nor is any representation made with respect to the ability of the State to enact any change in the law applicable to the Transaction Documents (including without limitation Section 100.06 of the Revenue and Taxation Code or Section 6588.6 of the Government Code). The Purchaser acknowledges that the Seller has no obligation with respect to any offering document or disclosure related to the Bonds.

8. Notices of Breach.

(a) Upon discovery by the Seller or the Purchaser that the Seller or Purchaser has breached any of its covenants or that any of the representations or warranties of the Seller or the Purchaser are materially false or misleading, in a manner that materially and adversely affects the value of the Proposition 1A Receivable or the Purchase Price thereof, the discovering party shall give prompt written notice thereof to the other party and to the Trustee, as assignee of the Purchaser, who shall, pursuant to the Indenture, promptly thereafter notify each Credit Enhancer and the Rating Agencies.

(b) The Seller shall not be liable to the Purchaser, the Trustee, the holders of the Bonds, or any Credit Enhancer for any loss, cost or expense resulting from the failure of the Trustee, any Credit Enhancer or the Purchaser to promptly notify the Seller upon the discovery by an authorized officer of the Trustee, any Credit Enhancer or the Purchaser of a breach of any covenant or any materially false or misleading representation or warranty contained herein.

9. Liability of Seller; Indemnification. The Seller shall be liable in accordance herewith only to the extent of the obligations specifically undertaken by the Seller under this Agreement. The Seller shall indemnify, defend and hold harmless the Purchaser, the Trustee and each Credit Enhancer, as assignees of the Purchaser, and their respective officers, directors, employees and agents from and against any and all costs, expenses, losses, claims, damages and liabilities to the extent that such cost, expense, loss, claim, damage or liability arose out of, or was imposed upon any such Person by the Seller's breach of any of its covenants contained herein or any materially false or misleading representation or warranty of the Seller contained herein. Notwithstanding anything to the contrary herein, the Seller shall have no liability for the payment of the principal of or interest on the Bonds issued by the Purchaser.

10. Limitation on Liability.

(a) The Seller and any officer or employee or agent of the Seller may rely in good faith on the advice of counsel or on any document of any kind, prima facie properly executed and submitted by any Person respecting any matters arising hereunder. The Seller shall not be under any obligation to appear in, prosecute or defend any legal action regarding the Act that is unrelated to its specific obligations under this Agreement.

(b) No officer or employee of the Seller shall have any liability for the representations, warranties, covenants, agreements or other obligations of the Seller hereunder or in any of the certificates, notices or agreements delivered pursuant hereto, as to all of which recourse shall be had solely to the assets of the Seller.

11. The Seller's Acknowledgment. The Seller hereby agrees and acknowledges that the Purchaser intends to assign and grant a security interest in all or a portion of (a) its rights hereunder and (b) the Proposition 1A Receivable, to the Trustee and each Credit Enhancer pursuant to the Indenture. The Seller further agrees and acknowledges that the Trustee, the holders of the Bonds, and each Credit Enhancer have relied and shall continue to rely upon each of the foregoing representations, warranties and covenants, and further agrees that such Persons are entitled so to rely thereon. Each of the above representations, warranties and covenants shall survive any assignment and grant of a security interest in all or a portion of this Agreement or the Proposition 1A Receivable to the Trustee and each Credit Enhancer and shall continue in full force and effect, notwithstanding any subsequent termination of this Agreement and the other Transaction Documents. The above representations, warranties and covenants shall inure to the benefit of the Trustee and each Credit Enhancer.

12. Notices. All demands upon or, notices and communications to, the Seller, the Purchaser, the Trustee or the Rating Agencies under this Agreement shall be in writing, personally delivered or mailed by certified mail, return receipt requested, to such party at the appropriate notice address, and shall be deemed to have been duly given upon receipt.

13. Amendments. This Agreement may be amended by the Seller and the Purchaser, with (a) the consent of the Trustee, (b) the consent of each Credit Enhancer, and (c) a Rating Agency Confirmation, but without the consent of any of the holders of the Bonds, for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this Agreement.

Promptly after the execution of any such amendment, the Purchaser shall furnish written notification of the substance of such amendment to the Trustee and to the Rating Agencies.

14. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Seller, the Purchaser and their respective successors and permitted assigns. The Seller may not assign or transfer any of its rights or obligations under this Agreement without the prior written consent of the Purchaser. Except as specified herein, the Purchaser may not assign or transfer any of its rights or obligations under this Agreement without the prior written consent of the Seller.

15. Third Party Rights. The Trustee and each Credit Enhancer are express and intended third party beneficiaries under this Agreement. Nothing expressed in or to be implied from this Agreement is intended to give, or shall be construed to give, any Person, other than the parties hereto, the Trustee, and each Credit Enhancer, and their permitted successors and assigns hereunder, any benefit or legal or equitable right, remedy or claim under or by virtue of this Agreement or under or by virtue of any provision herein.

16. Partial Invalidity. If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Agreement nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall in any way be affected or impaired thereby.

17. Counterparts. This Agreement may be executed in any number of identical counterparts, any set of which signed by all the parties hereto shall be deemed to constitute a complete, executed original for all purposes.

18. Entire Agreement. This Agreement sets forth the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes any and all oral or written agreements or understandings between the parties as to the subject matter hereof.

19. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the Seller and the Purchaser have caused this Agreement to be duly executed as of the date first written above.

COUNTY OF RIVERSIDE, as Seller

FORM APPROVED COUNTY COUNSEL
BY: [signature] 10/15/09
DALE A. GARDNER DATE

By:_____
Authorized Officer

CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY, as Purchaser

By:_____
Authorized Signatory

EXHIBIT A
DEFINITIONS

For all purposes of this Agreement, except as otherwise expressly provided herein or unless the context otherwise requires, capitalized terms not otherwise defined herein shall have the meanings set forth below.

"Act" means Chapter 14XXXX of the California Statutes of 2009 (Assembly Bill No. 15), as amended.

"Bill of Sale" has the meaning given to that term in Section 2(b)(ii) hereof.

"Closing Date" means the date on which the Bonds are issued. The Closing Date is expected to be November 19, 2009, but the Purchaser may change the Closing Date by providing e-mail notification to ddeines@rceo.org not later than one day prior to the Closing Date.

"Controller" means the Controller of the State.

"County Auditor" means the auditor or auditor-controller of the county within which the Seller is located.

"Credit Enhancer" means any municipal bond insurance company, bank or other financial institution or organization which is performing in all material respects its obligations under any Credit Support Instrument for some or all of the Bonds.

"Credit Support Instrument" means a policy of insurance, a letter of credit, a stand-by purchase agreement, a revolving credit agreement or other credit arrangement pursuant to which a Credit Enhancer provides credit or liquidity support with respect to the payment of interest, principal or purchase price of the Bonds.

"Initial Amount" means, with respect to the Proposition 1A Receivable, the amount of property tax revenue reallocated away from the Seller pursuant to the provisions of Section 100.06 of the Revenue and Taxation Code, as certified by the County Auditor pursuant to the Act.

"Installment Payments" have the meaning set forth in Section 2(a).

"Payment Dates" have the meaning set forth in Section 2(a).

"Pricing Date" means the date on which the Bonds are sold. The Pricing Date is expected to be November 10, 2009, but the Purchaser may change the Pricing Date by providing e-mail notification to ddeines@rceo.org not later than one day prior to the Pricing Date.

"Principal Place of Business" means, with respect to the Seller, the location of the Seller's principal place of business and chief executive office located at 4080 Lemon Street, 4th Floor, Riverside, California 92501.

"Proposition 1A Receivable" has the meaning set forth in Section 2(a).

"Purchase Price" means an amount equal to the Initial Amount.

"Rating Agency" means any nationally recognized rating agency then providing or maintaining a rating on the Bonds at the request of the Purchaser.

"Rating Agency Confirmation" means written confirmation from each Rating Agency that any proposed action will not, in and of itself, cause the Rating Agency to lower, suspend or withdraw the rating then assigned by such Rating Agency to any Bonds.

"Resolution" means the resolution adopted by the Board of Supervisors approving the sale of the Proposition 1A Receivable.

"State" means the State of California.

"Transaction Counsel" means Orrick, Herrington & Sutcliffe LLP.

"Transaction Documents" mean this Agreement, the Bill of Sale, the Indenture, the Bonds and the Irrevocable Instructions For Disbursement of Proposition 1A Receivable of County of Riverside, dated as of the Closing Date.

EXHIBIT B1

OPINION OF COUNSEL
to
COUNTY OF RIVERSIDE

Dated: Pricing Date

California Statewide Communities Development Authority
Sacramento, California

Wells Fargo Bank, National Association
Los Angeles, California

Re: Sale of Proposition 1A Receivable

Ladies & Gentlemen:

[I have/This Office has] acted as counsel for the County of Riverside (the "Seller") in connection with the adoption of that certain resolution (the "Resolution") of the Board of Supervisors of the Seller (the "Governing Body") pursuant to which the Seller authorized the sale to the California Statewide Communities Development Authority (the "Purchaser") of the Seller's "Proposition 1A Receivable", as defined in and pursuant to the Purchase and Sale Agreement dated as of November 1, 2009 (the "Sale Agreement") between the Seller and the Purchaser. In connection with these transactions, the Seller has issued certain Irrevocable Instructions For Disbursement of the Seller's Proposition 1A Receivable to the Controller of the State of California (the "Disbursement Instructions") and a Bill of Sale and Bringdown Certificate of the Seller (the "Bill of Sale" and, collectively with the Sale Agreement and the Disbursement Instructions, the "Seller Documents").

Unless the context otherwise requires, capitalized terms used but not otherwise defined herein shall have the meanings given to such terms in the Sale Agreement. [I/We] have examined and are familiar with the Seller Documents and with those documents relating to the existence, organization, and operation of the Seller, the adoption of the Resolution, and the execution of the Seller Documents, and have satisfied ourselves as to such other matters as [I/we] deem necessary in order to render the following opinions. As to paragraphs numbered 3 and 4 below, [I/we] have relied as to factual matters on the representations and warranties of the Seller contained in the Sale Agreement.

Based upon the foregoing, and subject to the limitations and qualifications set forth herein, [I/we] are of the opinion that:

1. The Seller is a local agency, within the meaning of Section 6585(f) of the California Government Code. The Governing Body is the governing body of the Seller.

2. The Resolution was duly adopted at a meeting of the Governing Body, which was called and held pursuant to law and with all public notice required by law, and at which a quorum was present and acting throughout, and the Resolution is in full force and effect and has not been modified, amended or rescinded since the date of its adoption.

3. To the best of [my/our] knowledge, no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, is pending or threatened in any way against the Seller (i) affecting the existence of the Seller or the titles of its Governing Body members or officers to their respective offices; (ii) seeking to restrain or to enjoin the sale of the Proposition 1A Receivable or to direct the application of the proceeds of the sale thereof, or materially adversely affecting the sale of the Proposition 1A Receivable; (iii) in any way contesting or affecting the validity or enforceability of the Resolution, Seller Documents or any other applicable agreements or any action of the Seller contemplated by any of said documents; or (iv) in any way contesting the powers of the Seller or its authority with respect to the Resolution or the Seller Documents or any other applicable agreement, or any action on the part of the Seller contemplated by any of said documents.

4. To the best of [my/our] knowledge, prior to the sale of the Proposition 1A Receivable to the Purchaser, the Seller had not sold, transferred, assigned, set over or otherwise conveyed any right, title or interest of any kind whatsoever in all or any portion of the Seller's Proposition 1A Receivable, nor had the Seller created, or permitted the creation of, any Lien thereon.

5. The Seller has duly authorized and executed the Seller Documents and, assuming the due authorization execution and delivery of the Sale Agreement by the Purchaser, each Seller Document will be legal, valid and binding against the Seller and enforceable against the Seller in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or laws relating to or affecting creditors' rights, and the application of equitable principles and the exercise of judicial discretion in appropriate areas.

No opinion is expressed concerning the obligation or ability of the State of California to make any payment of the Proposition 1A Receivable pursuant to Section 100.06 of the Revenue and Taxation Code and Section 25.5 of Article XIII of the California Constitution, nor is any opinion expressed with respect to the ability of the State to enact any change in the law applicable to the Seller Documents (including, without limitation, Section 100.06 of the Revenue and Taxation Code or Section 6588.6 of the Government Code). Furthermore, [I/we] express no opinion as to the value of the Proposition 1A Receivable or as to any legal or equitable remedies that may be available to any person should the Proposition 1A Receivable have little or no value. No opinion is expressed with respect to the sale of Bonds by the Purchaser.

The legal opinion set forth herein is intended for the information solely of the addressees hereof and for the purposes contemplated by the Sale Agreement. The addressees may not rely on it in connection with any transactions other than those described herein, and it is not to be relied upon by any other person or entity, or for any other purpose, or quoted as a whole or in part, or otherwise referred to, in any document, or to be filed with any governmental or administrative agency other than the Purchaser or with any other person or entity for any purpose without [my/our] prior written consent. In addition to the addressees hereof, each Credit Enhancer and the underwriters of the Bonds may rely upon this legal opinion as if it were addressed to them. [I/We] do not undertake to advise you of matters that may come to [my/our] attention subsequent to the date hereof that may affect the opinions expressed herein.

Very truly yours,

Office of County Counsel, County of Riverside, California

By: Dale A. Gardner, Deputy County Counsel
Dale A. Gardner
Seller's Counsel

EXHIBIT B2

OPINION OF COUNSEL
to
COUNTY OF RIVERSIDE

Dated: Closing Date

California Statewide Communities Development Authority
Sacramento, California

Wells Fargo Bank, National Association
Los Angeles, California

Re: Sale of Proposition 1A Receivable (Bringdown Opinion)

Ladies & Gentlemen:

Pursuant to that certain Purchase and Sale Agreement dated as of November 1, 2009 (the "Sale Agreement") between the County of Riverside (the "Seller") and the California Statewide Communities Development Authority (the "Purchaser"), this Office delivered an opinion (the "Opinion") dated the Pricing Date as counsel for the Seller in connection with the sale of the Seller's Proposition 1A Receivable (as defined in the Sale Agreement), the execution of documents related thereto and certain other related matters.

Capitalized terms used but not defined herein shall have the meanings given to such terms in the Sale Agreement.

I confirm that you may continue to rely upon the Opinion as if it were dated as of the date hereof. Each Credit Enhancer and the underwriters of the Bonds may rely upon this legal opinion as if it were addressed to them. This letter is delivered to you pursuant to Section 2(b)(ii)(1) of the Sale Agreement.

Very truly yours,

Office of County Counsel, County of Riverside, California

By: Dale A. Gardner, Deputy County Counsel
Dale A. Gardner
Seller's Counsel

EXHIBIT C1
CLERK'S CERTIFICATE

CERTIFICATE OF THE
CLERK OF THE BOARD OF
COUNTY OF RIVERSIDE, CALIFORNIA

Dated: Pricing Date

The undersigned Clerk of the Board of the County of Riverside (the "Seller"), a local agency of the State of California within the meaning of Section 6585(f) of the California Government Code, does hereby certify that the foregoing is a full, true and correct copy of Resolution No. _____ duly adopted at a regular meeting of the Board of Supervisors of said Seller duly and legally held at the regular meeting place thereof on the _____ day of _____, 2009, of which meeting all of the members of said Board of Supervisors had due notice and at which a quorum was present and acting throughout, and that at said meeting said resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

I do hereby further certify that I have carefully compared the same with the original minutes of said meeting on file and of record in my office and that said resolution is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes and that said resolution has not been amended, modified or rescinded since the date of its adoption and the same is now in full force and effect.

I do hereby further certify that an agenda of said meeting was posted at least 72 hours before said meeting at a location in the [City / Town / County] of Riverside, California freely accessible to members of the public, and a brief general description of said resolution appeared on said agenda.

Capitalized terms used but not defined herein shall have the meanings given to such terms in the Purchase and Sale Agreement, dated as of November 1, 2009, between the Seller and the California Statewide Communities Development Authority.

WITNESS by my hand as of the Pricing Date.

By: _____
Clerk of the Board of the County of
Riverside, California

EXHIBIT C2
SELLER CERTIFICATE

SELLER CERTIFICATE

Dated: Pricing Date

We, the undersigned officers of the County of Riverside (the "Seller"), a local agency of the State of California within the meaning of Section 6585(f) of the California Government Code, holding the respective offices herein below set opposite our signatures, do hereby certify that on the date hereof the following documents (the "Seller Transaction Documents") were officially executed and delivered by the Authorized Officer or Officers whose names appear on the executed copies thereof, to wit:

Document

1. Purchase and Sale Agreement, dated as of November 1, 2009 (the "Sale Agreement"), between the Seller and the California Statewide Communities Development Authority (the "Purchaser").

2. Irrevocable Instructions For Disbursement of Seller's Proposition 1A Receivable to the Controller of the State of California, dated the Closing Date.

3. Bill of Sale, dated the Closing Date.

Capitalized terms used herein and not defined herein shall have the meaning given such terms in the Sale Agreement.

We further certify as follows:

1. At the time of signing the Seller Transaction Documents and the other documents and opinions related thereto, we held said offices, respectively, and we now hold the same.

2. The representations and warranties of the Seller contained in the Seller Transaction Documents are true and correct as of the date hereof in all material respects.

3. The Board of Supervisors duly adopted its resolution (the "Resolution") approving the sale of the Seller's Proposition 1A Receivable at a meeting of the Board of Supervisors which was duly called and held pursuant to law with all public notice required by law and at which a quorum was present and acting when the Resolution was adopted, and such Resolution is in full force and effect and has not been amended, modified, supplemented or rescinded.

Name, Official Title	Signature
Bill Luna, County Executive Officer	_____
Paul McDonnell, County Finance Director	_____
Dean Deines, Deputy County Executive Officer	_____

I HEREBY CERTIFY that the signatures of the officers named above are genuine.

Dated: Pricing Date

By: _____
Clerk of the Board of the County of
Riverside, California

EXHIBIT C3
BILL OF SALE AND BRINGDOWN CERTIFICATE

BILL OF SALE AND BRINGDOWN CERTIFICATE

Pursuant to terms and conditions of the Purchase and Sale Agreement (the "Sale Agreement"), dated as of November 1, 2009, between the undersigned (the "Seller") and the California Statewide Communities Development Authority (the "Purchaser"), and in consideration of the obligation of the Purchaser to pay and deliver to the Seller the Purchase Price (as defined in the Sale Agreement), in two equal installment payments to be made on January 15, 2010, and May 3, 2010 (collectively, the "Payment Dates"), the Seller does hereby (a) transfer, grant, bargain, sell, assign, convey, set over and deliver to the Purchaser, absolutely and not as collateral security, without recourse except as expressly provided in the Sale Agreement, the Proposition 1A Receivable as defined in the Sale Agreement (the "Proposition 1A Receivable"), and (b) assign to the Purchaser, to the extent permitted by law (as to which no representation is made), all present or future rights, if any, of the Seller to enforce or cause the enforcement of payment of the Proposition 1A Receivable pursuant to the Act and other applicable law. Such transfer, grant, bargain, sale, assignment, conveyance, set over and delivery is hereby expressly stated to be a sale and, pursuant to Section 6588.6(b) of the California Government Code, shall be treated as an absolute sale and transfer of the Proposition 1A Receivable, and not as a grant of a security interest by the Seller to secure a borrowing. Seller specifically disclaims any right to rescind the Agreement, or to assert that title to the Proposition 1A Receivable has not passed to the Purchaser, should Purchaser fail to make the installment payments in the requisite amounts on the Payment Dates.

The Seller hereby certifies that the representations and warranties of the Seller set forth in the Certificate of the Clerk of the Board dated the Pricing Date, the Seller Certificate dated the Pricing Date and in the Transaction Documents to which the Seller is a party are true and correct in all material respects as of the date hereof (except for such representations and warranties made as of a specified date, which are true and correct as of such date). Capitalized terms used but not defined herein shall have the meanings given to such terms in the Sale Agreement.

Dated: Closing Date

COUNTY OF RIVERSIDE

By:_____
Authorized Officer

EXHIBIT D
IRREVOCABLE INSTRUCTIONS TO CONTROLLER

IRREVOCABLE INSTRUCTIONS FOR DISBURSEMENT
OF PROPOSITION 1A RECEIVABLE OF
COUNTY OF RIVERSIDE

Dated: Closing Date

Office of the Controller
State of California
P.O. Box 942850
Sacramento, California 94250-5872

Re: Notice of Sale of Proposition 1A Receivable by the County of Riverside and Wiring Instructions Information Form

---

Dear Sir or Madam:

Pursuant to Section 6588.6(c) of the California Government Code, County of Riverside (the "Seller") hereby notifies you of the sale by Seller, effective as of the date of these instructions written above, of all right, title and interest of the Seller in and to the "Proposition 1A Receivable" as defined in Section 6585(g) of the California Government Code (the "Proposition 1A Receivable"), namely, the right to payment of moneys due or to become due to the Seller pursuant to Section 25.5(a)(1)(B)(iii) of Article XIII of the California Constitution and Section 100.06 of the California Revenue and Taxation Code.

By resolution, the Seller's Board of Supervisors authorized the sale of the Proposition 1A Receivable to the California Statewide Communities Development Authority (the "Purchaser") pursuant to a Purchase and Sale Agreement, dated as of November 1, 2009 (the "Purchase and Sale Agreement") and a Bill of Sale, dated the Closing Date (as defined in the Purchase and Sale Agreement). The Proposition 1A Receivable has been pledged and assigned by the Purchaser pursuant to an Indenture, dated as of November 1, 2009 (the "Indenture") between the Purchaser and Wells Fargo Bank, National Association, as Trustee (the "Trustee").

The Seller hereby irrevocably requests and directs that, commencing as of the date of these instructions written above, all payments of the Proposition 1A Receivable (and documentation related thereto) be made directly to Wells Fargo Bank, National Association, as Trustee, in accordance with the wire instructions and bank routing information set forth below.

Please note that the sale of the Proposition 1A Receivable by the Seller is irrevocable and that: (i) the Seller has no power to revoke or amend these instructions at any time; (ii) the Purchaser shall have the power to revoke or amend these instructions only if there are no notes of the Purchaser outstanding under the Indenture and the Indenture has been discharged; and (iii) so long as the Indenture has not been discharged, these instructions cannot be revoked or amended by the Purchaser without the consent of the Trustee. Should

the Purchaser, however, deliver a written notice to the Office of the Controller stating that: (a) the Seller failed to meet the requirements set forth in the Purchase and Sale Agreement; (b) the Purchaser has not waived such requirements; and (c) the Purchaser has not purchased the Proposition 1A Receivable as a result of the circumstances described in (a) and (b) above, then these instructions shall be automatically rescinded and the Seller shall again be entitled to receive all payment of moneys due or to become due to the Seller pursuant to Section 25.5(a)(1)(B)(iii) of Article XIII of the California Constitution and Section 100.06 of the California Revenue and Taxation Code.

Bank Name:	Wells Fargo Bank, N.A.
Bank ABA Routing #:	121000248
Bank Account #:	0001038377
Bank Account Name:	Corporate Trust Clearing
Further Credit To:	CSCDA Proposition 1A Bonds
Bank Address:	707 Wilshire Blvd., 17th Floor
	MAC E2818-176
	Los Angeles, CA 90017
Bank Telephone #:	(213) 614-3353
Bank Contact Person:	Robert Schneider

Please do not hesitate to call the undersigned if you have any questions regarding this transaction. Thank you for your assistance in this matter.

Very truly yours,

COUNTY OF RIVERSIDE

By:_____
Authorized Officer

EXHIBIT E
ESCROW INSTRUCTION LETTER

ESCROW INSTRUCTION LETTER

_____, 2009

California Statewide Communities Development Authority
1100 K Street
Sacramento, CA 95814

Re: Proposition 1A Receivable Financing

Dear Sir or Madam:

The County of Riverside (the "Seller") hereby notifies you of its agreement to participate in the California Statewide Communities Development Authority Proposition 1A Receivable Financing. By adoption of a resolution (the "Resolution") authorizing the sale of its Proposition 1A Receivable, the Seller's Board of Supervisors has agreed to sell to the California Statewide Communities Development Authority (the "Purchaser"), for a purchase price that meets the conditions set forth in the Resolution, all of its right, title and interest in the Proposition 1A Receivable.

Enclosed herewith are the following documents which have been duly approved and executed by the Seller and which are to be held in escrow by Orrick, Herrington & Sutcliffe LLP, as transaction counsel ("Transaction Counsel"), as instructed below:

1. certified copy of the Resolution, together with a certificate of the Clerk of the Board, dated the Pricing Date;

2. the Seller Certificate, dated the Pricing Date;

3. the Opinion of Seller's Counsel, dated the Pricing Date;

4. the Opinion of Seller's Counsel (bringdown opinion), dated the Closing Date;

5. the Purchase and Sale Agreement, dated as of November 1, 2009;

6. the Bill of Sale and Bringdown Certificate, dated the Closing Date; and

7. the Irrevocable Instructions to Controller, dated the Closing Date.

The foregoing documents are to be held in escrow by Transaction Counsel and shall be delivered on the Closing Date (as defined in the Purchase and Sale Agreement), provided that such Closing Date occurs on or before December 31, 2009.

Should (i) the Closing Date not occur on or before December 31, 2009, or (ii) Transaction Counsel receive prior to the Closing Date written notification from Seller or Seller's Counsel stating, respectively and in good faith, that the representations made in the Seller's Certificate are not true and accurate, or the opinions set forth in the Opinion of Seller's Counsel are not valid, in each case as of the Closing Date and provided that the Purchaser may, in its sole discretion, choose to waive receipt of such representations or opinions, then this agreement shall terminate and Transaction Counsel shall destroy all of the enclosed documents.

Very truly yours,

COUNTY OF RIVERSIDE

By:_____
Authorized Officer

Enclosures

cc: Orrick, Herrington & Sutcliffe LLP

MINUTES OF THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

3.13

On motion of Supervisor Tavaglione, seconded by Supervisor Buster and duly carried, IT WAS ORDERED that the recommendation from the Executive Office regarding Assessment Appeals Stipend and Reimbursement Policy; Ordinance 510.7 providing for Assessment Appeals Board Members and Hearing Officers is continued to Tuesday, October 27, 2009 at 9:00 a.m.

Roll Call:

Ayes:	Buster, Tavaglione and Ashley
Nays:	None
Absent:	Stone

I hereby certify that the foregoing is a full true, and correct copy of an order made and entered on October 20, 2009 of Supervisors Minutes.

WITNESS my hand and the seal of the Board of Supervisors
Dated: October 20, 2009
Kecia Harper-Ihem, Clerk of the Board of Supervisors, in
(seal) and for the County of Riverside, State of California.

By: _____ Deputy

AGENDA NO.

xc: E.O., COB

3.18

MEMORANDUM

EXECUTIVE OFFICE, COUNTY OF RIVERSIDE

Bill Luna
County Executive Officer

Jay E. Orr
Assistant County Executive Officer

TO: Kecia Harper-Ihem, COB

FROM: Jay E. Orr, Assistant CEO

DATE: October 15, 2009

RE: **CONTINUANCE**

Please continue the following item to November 3, 2009:

SCRAPE Update on Take-Home Car – Policy and Early Retirement Impacts (Quarterly Report) (3.6 – 9/15/09)

H:\dGRANT\form 11s\continuance.doc

3.19

Robert T. Andersen Administrative Center
4080 Lemon Street • 4th Floor • Riverside, California 92501 • (951) 955-1110 • Fax (951) 955-1105

FORM APPROVED COUNTY COUNSEL
BY: JIMMY H. RA
DATE 10/14/09

611

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

FROM: Community Health Agency/Department of Environmental Health

SUBMITTAL DATE: October 7, 2009,

SUBJECT: Adoption of Resolution 2009-309 Establishing an Independent Hearing Officer to Consider Appeals and Hearings Related to Solid Waste Regulation and Enforcement

RECOMMENDED MOTION:

That the Board adopt Resolution 2009-309, and the attachments thereto, appointing the California State Office of Administrative Hearings, or its respective designees, to act as Hearing Officer to hear all actions brought before them pursuant to Section 44308(d) of the State Public Resources Code.

BACKGROUND: The Riverside County Department of Environmental Health (DEH) has been delegated authority by the California Integrated Waste Management Board to act as the Local Enforcement Agency (LEA) for solid waste regulation in Riverside County. The delegation of authority requires establishment of an Independent Hearing Panel or Independent Hearing Officer to consider appeals and hearings relating to solid waste regulation and enforcement. This Resolution proposes that an Administrative Law Judge (ALJ) act as the Solid Waste Independent Hearing Officer, rather than a three member hearing panel.

(continued)

Steve Van Stockum

SVS:jw

Steve Van Stockum, Director

FINANCIAL DATA				
	Current F.Y. Total Cost:	$ 0	In Current Year Budget:	No
	Current F.Y. Net County Cost:	$ 0	Budget Adjustment:	No
	Annual Net County Cost:	$ 0	For Fiscal Year:	09/10

SOURCE OF FUNDS:

Positions To Be Deleted Per A-30 ☐

Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION:

APPROVE

BY: Debra Cournoyer

County Executive Office Signature

Departmental Concurrence

Dep't Recomm.: ☐ Consent ☒ Policy

Per Exec. Ofc.: ☐ Consent ☒ Policy

Prev. Agn. Ref.: 1/29/08, 2.6 | **District:** All | **Agenda Number:** 3.20

In 1992, the Riverside County Board of Supervisors established an Independent Hearing Panel pursuant to Public Resources Code Section 44801 by adoption of Resolution 92-048. The three member Hearing Panel consisted of a representative of the Riverside County Board of Supervisors, a technical expert in solid waste management, and a representative of the public.

State Law changed in September 2004 when California Assembly Bill 2159 was signed by Governor Schwarzenegger, amending the Public Resources Code and allowing the ability to appoint an Independent Hearing Officer in lieu of the Independent Hearing Panel.

Previously the Department would coordinate appointments by the Board of Supervisors for a Hearing Panel. Due to its infrequent use, it was difficult to keep the Panel staffed. The use of a Hearing Officer would enable the Department to provide this service to the facility operators when needed and meet the requirements of State regulations.

This proposal will ensure more timely hearings in that scheduling of an ALJ is more readily accomplished than convening a three member panel. Utilizing the existing process of an Independent Hearing Panel, even with the ability to appoint a designee, is difficult to manage due to busy schedules and personal or professional conflicts. The proposed Resolution will reduce the time needed to hear and resolve grievances. This proposal is consistent with State Law and will enable the Department to better serve the public.

Approval of this Resolution will allow the LEA to respond to requests for appeal hearings in a timely and efficient manner as required by California State law.

FINANCIAL:

DEH would recover costs for the Hearing Officer (ALJ and Court Reporter) from the regulated facility. If cost recovery is not approved by the ALJ, costs can be budgeted within existing program regulatory fees. The recommended action will have no fiscal impact to the General Fund.

Board of Supervisors County of Riverside

RESOLUTION NO. 2009-309

Establishing an Independent Hearing Officer to Consider Appeals and Hearings Related to Solid Waste Regulation and Enforcement

WHEREAS, Riverside County Department of Environmental Health is certified as the Local Enforcement Agency (LEA) to enforce state laws and regulations, including the permitting, inspection and enforcement, of solid waste handling and disposal sites in the unincorporated County and Cities within the County; and

WHEREAS, the LEA is required to provide a means to hear the grievances of owners/operators or other aggrieved parties as follows:

1. Any person subject to an action by the LEA requesting an appeal of the action;
2. Any person who alleges that the LEA has failed to act as required by law or regulation; or
3. By the Board of Supervisors, who can direct that a hearing be held prior to the assessment of administrative civil penalties against an owner/operator of a solid waste facility or operation; and

WHEREAS, previously, the Riverside County Board of Supervisors, by Resolution 92-048, established an Independent Hearing Panel for Riverside County, but has determined a need for a more streamlined process to hear grievances against the LEA; and

WHEREAS, the Public Resources Code (PRC), Section 44308(d) allows the local governing body to appoint an Independent Hearing Officer in lieu of an Independent Hearing Panel only if the governing body has adopted procedures for making that appointment and has adopted qualifications that the hearing officer is required to meet; and

WHEREAS, the Riverside County Board of Supervisors, the governing body for the LEA, as required by PRC 44308(d), shall concurrently adopt the ***Local Enforcement Agency Procedure to Appoint a Hearing Officer*** (See Appendix A), and the ***Local Enforcement Agency Hearing Officer Qualifications*** (See Appendix B), as attached hereto and incorporated herein;

NOW, THEREFORE BE IT RESOLVED, that the Riverside County Board of Supervisors hereby appoints the California State Office of Administrative Hearings, or its respective designees that meet the qualifications adopted by this Board, to act as the hearing officer and hear all actions brought before them pursuant to the Public Resources Code.

FORM APPROVED COUNTY COUNSEL
BY: _____ 10/14/09
JINNY H. KA DATE

APPENDIX A

LOCAL ENFORCEMENT AGENCY
PROCEDURE TO APPOINT A HEARING OFFICER

The Riverside County Department of Environmental Health, Local Solid Waste Management Enforcement Agency (LEA), has established the following procedure in order to appoint a hearing officer to hear grievances of owner/operators or other aggrieved parties subject to an enforcement or permit action by the LEA, or alleging that the LEA has failed to act as required by law or regulation:

1. Establish account with California Office of Administrative Hearings (OAH).

2. Establish/ascertain qualifications of available Administrative Law Judges to serve as hearing officer for cases involving code compliance and environmental and/or public health threats.

3. Upon timely receipt of a request to appeal an enforcement or permit action by the LEA, the LEA shall request assignment of an appropriately qualified Administrative Law Judge from the OAH to hear the case.

4. Similarly, upon timely receipt of a request to appeal the LEA's failure to act as required by law, the LEA shall request assignment of an appropriately qualified Administrative Law Judge from the OAH to hear the case.

5. Similarly, upon request of the governing body, as in the case of the Board of Supervisors who can direct that a hearing be held prior to the assessment of administrative civil penalties against an owner/operator of a solid waste facility or operation, the LEA shall request assignment of an appropriately qualified Administrative Law Judge from OAH to hear the case.

APPENDIX B

LOCAL ENFORCEMENT AGENCY
HEARING OFFICER QUALIFICATIONS

In order to appoint a hearing officer to hear grievances of owner/operators or other aggrieved parties subject to an enforcement or permit action by the Riverside County Department of Environmental Health, Local Solid Waste Management Enforcement Agency (LEA), or alleging that the LEA has failed to act as required by law or regulation, the LEA has established the following qualifications:

An appropriately qualified Hearing Officer is defined as holding the following qualifications:

1. Administrative Law Judge in good standing and employed by, or contracted with, the California State Office of Administrative Hearings;

2. Demonstrated familiarity with administrative procedures; and

3. Demonstrated familiarity with legal procedures.

FISCAL PROCEDURES APPROVED
ROBERT E. BYRD, AUDITOR-CONTROLLER
BY [signature] 10/5/09
SUSANA GARCIA-BOCANEGRA

Departmental Concurrence

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

5.16

FROM: Community Health Agency/Dept. of Environmental Health

SUBMITTAL DATE: October 1, 2009

SUBJECT: Accept the Grant Agreement with Department of Health and Human Services – Food and Drug Administration, and the Community Health Agency-Department of Environmental Health.

RECOMMENDED MOTION: That the Board of Supervisors:

1) Accept the Grant Number Agreement 1R18FD003839-01 with the Department of Health and Human Services, Food and Drug Administration and the Community Health Agency-Department of Environmental Health for the period of September 20, 2009 through August 31, 2010, for the total amount of $62,500.
2) Direct Auditor-Controller to make the budget adjustments as specified on the attached Schedule A.

BACKGROUND: The Department of Environmental Health would like to continue to increase public awareness through a unique food safety education campaign about the dangers of purchasing and consuming food sold by illegal vendors. Illegal food vendors do not obtain a permit from the Department of Environmental Health and operate openly or covertly in a manner that compromises food safety due to ignorance or disregard for food safety principles. These unauthorized operations jeopardize the public's health; selling food that is held out of safe temperature ranges or that may be adulterated or exposed to vermin.

SVS:gf

Steve Van Stockum, Director

FINANCIAL DATA				
	Current F.Y. Total Cost:	$ 62,500	In Current Year Budget:	No
	Current F.Y. Net County Cost:	$ 0	Budget Adjustment:	Yes
	Annual Net County Cost:	$ 0	For Fiscal Year:	09/10

SOURCE OF FUNDS: 100% reimbursement by Federal Grant

Positions To Be Deleted Per A-30	☐
Requires 4/5 Vote	☒

C.E.O. RECOMMENDATION:

APPROVE

BY: Debra Cournoyer

County Executive Office Signature

Debra Cournoyer

Dep't Recomm.:	Per Exec. Ofc.:
☐ Consent	☐ Consent
☒ Policy	☒ Policy

Prev. Agn. Ref.: 10/21/08 3.16 | **District:** All | **Agenda Number:** 3.21

Subject: Accept the Grant Agreement with Department of Health and Human Services – Food and Drug Administration, and the Community Health Agency-Department of Environmental Health

BACKGROUND CONTINUATION:

The public is often not aware of the risks that they take in purchasing and consuming food from these vendors. It is the Department's goal to educate the public about the potential risks of food borne illness when they consume food from an unpermitted vendor. This goal will be achieved through a focused public information campaign. The campaign would take a tiered approach, and consist of brochures, posters, informational booths, public presentations, educational materials for children, power point presentations, public service announcements, website tutorials and training, food safety fairs throughout the County, and a video presentation for local cable access. This campaign would be consistent with the principles presented in the ALERT initiative. In addition, the program received the "2009 CCDEH Excellence in Environmental Health" award during the California Conference of Directors of Environmental Health which was held on September 22-24, 2009.

Subject: Approve the Agreement with Department of Health and Human Services – Food and Drug Administration, and the Community Health Agency-Department of Environmental Health

SCHEDULE A
COMMUNITY HEALTH AGENCY
DEPARTMENT OF ENVIRONMENTAL HEALTH

BUDGET ADJUSTMENT
FISCAL YEAR 2009/2010

INCREASE IN APPROPRIATIONS:

10000-4200400000-523680	Office Equip (non-fixed assets)	$ 4,000
10000-4200400000-523760	Postage Mailing	$ 4,000
10000-4200400000-527180	Operational Supplies	$29,500
10000-4200400000-526420	Advertising	$15,000
10000-4200400000-527780	Special Program Expense	$10,000

TOTAL INCREASE IN APPROPRIATION $62,500

INCREASE IN ESTIMATED REVENUE:

10000-4200400000-767220	Fed-Other Operating Grants	$62,500

Notice of Grant Award

RESEARCH PROJECTS
Department of Health and Human Services
Food and Drug Administration

Issue Date: 09/19/2009

Grant Number: 1R18FD003839-01

Principal Investigator(s):
Jean Marie Strey

Project Title: Protecting Our Food - Food Safety Education and Awareness on Illegal Food Vending

Office of Sponsored Programs
RIVERSIDE COUNTY
DEPT. OF ENVIRONMENTAL HEALTH
4065 COUNTY CIRCLE DR., #104
RIVERSIDE, CA 92503

Budget Period: 09/20/2009 – 08/31/2010
Project Period: 09/20/2009 – 08/31/2010

Dear Business Official:

The Food and Drug Administration hereby awards a grant in the amount of $62,500 (see "Award Calculation" in Section I and "Terms and Conditions" in Section III) to RIVERSIDE COUNTY DEPT OF ENV HEALTH in support of the above referenced project. This award is pursuant to the authority of 301(A) AND 317(K)(2) and is subject to the requirements of this statute and regulation and of other referenced, incorporated or attached terms and conditions.

Acceptance of this award including the "Terms and Conditions" is acknowledged by the grantee when funds are drawn down or otherwise obtained from the grant payment system.

If you have any questions about this award, please contact the Grants Management Specialist and the Project Officer listed in the terms and conditions.

Sincerely yours,

Gladys Melendez-Bohler
Grants Management Officer
Office of Acquisitions & Grants Services
Division of Acquisition Support and Grants
Grants & Assistance Team
FOOD AND DRUG ADMINISTRATION

See additional information below

SECTION I – AWARD DATA – 1R18FD003839-01

Award Calculation (U.S. Dollars)

Supplies	$33,500
Other Costs	$4,000
Consortium/Contractual Cost	$25,000
Federal Direct Costs	$62,500
Approved Budget	$62,500
Federal Share	$62,500
TOTAL FEDERAL AWARD AMOUNT	$62,500
AMOUNT OF THIS ACTION (FEDERAL SHARE)	$62,500

SUMMARY TOTALS FOR ALL YEARS		
YR	THIS AWARD	CUMULATIVE TOTALS
1	62,500	62,500

* Recommended future year total cost support, subject to the availability of funds and satisfactory progress of the project.

Fiscal Information:

CFDA Number:	93.103
EIN:	1956000930B5
Document Number:	RFD003839A
Fiscal Year:	2009

IC	*CAN*	*01*
FD	6990928	$62,500

* Recommended future year total cost support, subject to the availability of funds and satisfactory progress of the project.

FDA Administrative Data:
PCC: / OC: 4141

SECTION II – PAYMENT/HOTLINE INFORMATION – 1R18FD003839-01

PHS policy requires that you be informed that the DHHS Inspector General maintains a toll free telephone number (800-368-5779) for receiving information concerning fraud, waste and abuse under the grants and cooperative agreements. Such reports will be kept confidential and callers may decline to give their names if they choose to remain anonymous.

Payments under this award will be made available through the DHHS Payment Management System (PMS). PMS is administered by the Division of Federal Assistance Financing (DFAF), Office of the Deputy Assistant Secretary, Finance, which will forward instructions for obtaining payments. Inquiries regarding the payment should be directed to:

Division of Federal Assistance Financing
DASP/DASF/OS/DHHS
P.O. Box 6021
Rockville, MD 20852
Telephone Number: 877-614-5533

Grantees are asked to register in the Central Contractor Registration (CCR) database. Information about CCR is available at http://www.grants.gov/applicants/register_ccr.jsp. This registration will be required as electronic grant processing is implemented.

SECTION III – TERMS AND CONDITIONS – 1R18FD003839-01
This award is based on the application submitted to, and as approved by, FDA on the above-title project and is subject to the terms and conditions incorporated either directly or by reference in the following:

a. The grant program legislation and program regulation cited in this Notice of Grant Award.
b. The restrictions on the expenditure of federal funds in appropriations acts to the extent those restrictions are pertinent to the award.
c. 45 CFR Part 74 or 45 CFR Part 92 as applicable.
d. The PHS Grants Policy Statement, including addenda in effect as of the beginning date of the budget period.
e. An annual Financial Status Report (SF-269) is required. An original and two copies of this report must be submitted to the FDA Grants Management Officer within 90 days after the expiration date of the budget period.
f. A Final Program Report, Financial Status Report and Invention Statement must be submitted within 90 days after the expiration date of the project period.
g. This award notice, including the terms and conditions cited below.

Treatment of Program Income:
Additional Costs

SECTION IV – FD Special Terms and Condition – 1R18FD003839-01

INNOVATIVE FOOD DEFENSE PROJECTS STANDARD TERMS AND CONDITIONS

THE EXPANDED AUTHORITIES DO NOT APPLY TO THIS GRANT

Project Period:

All Noncompeting Continuation Applications (Type 5s) for future support are due to the Grants Management Office three (3) months prior to the next budget period start date.

Please note as of October 1, 2006, the HHS Grants Policy Statement (GPS) supersedes in its entirety the above sited PHS GPS, dated April 1, 1994, and addendum dated January 24, 1995.

This award is subject to the requirements of the HHS Grants Policy Statement (HHS GPS) that are applicable to you based on your recipient type and the purpose of this award. This includes any requirements in Parts I and II (available at http://www.hhs.gov/grantsnet/adminis/gpd/index.htm) of the HHS GPS that apply to an award.

Although consistent with the HHS GPS, any applicable statutory or regulatory requirements, including 45 CFR parts 74 or 92, directly apply to this award apart from any coverage in the HHS GPS.

Reporting Requirements:

Annual Financial Status Reports (SF-269) are required. An original and one copy of this report must be submitted to the FDA Grants Management Officer ninety days after the end of the budget period.

A Mid year progress report will be required no later than March 31st of each funded year. A year-end progress report will be required no later than July 31st of each funded year. These reports must contain the following information:

a. General progress of the Innovative Food Defense Grant project.
b. Project status in relation to established timeline.
c. Innovative Food Defense Grant project ?point of contact? (POC) to include mailing address, telephone number, and e-mail address.
d. Funding expended and funds remaining for the Innovative Food Defense Grant.

A Final Progress Report, Financial Status Report and Invention Statement must be submitted to FDA Grants Management Officer no later than 90 days after the expiration date of the project period. The Final Program Progress report must contain the following information:

a. Summary of results in relation to specific aims of the Innovative Food Defense Grant project.
b. Full written documentation of the Innovative Food Defense Grant project.
c. Copies of any results as described in the Innovative Food Defense Grant grant application.
d. Analysis and evaluation of the Innovative Food Defense Grant results.

The documentation must be in a form and contain sufficient detail that other State and local Food safety regulatory agencies could reproduce the final project.

FINAL YEAR - This award represents the final year of the competitive segment for this grant.

A final Financial Status Report (FSR) (SF 269), final progress report and a final Invention Statement (HHS568) must be submitted via e-mail to the Grants Management Specialist within 90 days of the expiration date. Copies of the HHS 568 form may be downloaded at: http://grants.nih.gov/grants/forms.htm

The final progress report should include, at a minimum, a summary of progress toward the achievement of the originally stated aims, a list of significant results (positive and/or negative), a list of publications and the grant number. If human subjects were included in the research, the final progress report should also address the following:
? Report on the inclusion of gender and minority study subjects (using the gender and minority Inclusion Enrollment Form as provided in the PHS 2590 and available at http://grants.nih.gov/grants/forms.htm).
? Where appropriate, indicate whether children were involved in the study or how the study was relevant for conditions affecting children

Describe any data, research materials (such as cell lines, DNA probes, animal models), protocols, software, or other information resulting from the research that is available to be shared with other investigators and how it may be accessed.

All of the above must be mailed/e-mailed to:

Gladys M. Bohler, Grants Management Specialist
Food and Drug Administration/OAGS
5630 Fishers Lane, HFA 500; RM 2105
Rockville, MD 20857

AND

Jenny Gabb, Project Officer
Food and Drug Administration, Division of Federal-State Relations
5600 Fishers Lane, HFC-150, Rm. 12-07
Rockville, MD 20857

Substantial Involvement:

Periodic Innovative Food Defense Grant program monitoring will be conducted which may be in the form of telephone conversations, correspondence, e-mail transmissions, etc., between the Principal Investigator and the Project Officer/Grants Management Officer/Grants Management Specialist. Program monitoring may also be in the form of site visits.

Funding Restrictions

Nonallowable costs include, but are not limited to: (1) Purchase of equipment; (2) transportation costs exceeding coach class fares; (3) entertainment; (4) tips; (5) bar charges; (6) personal telephone calls; (7) laundry charges; (8) travel or expenses other than local mileage for local participants; (9) organization dues; (10) honoraria or other payments for the purpose of conferring distinction or communicating respect, esteem or admiration; (11) alterations or renovations; and (12) travel or per diem costs for federal employees.

Special Terms and Conditions:

1. Grantees are required to report any Program Income generated during the Project Period of this grant. Except for royalty income generated from patents and inventions, the amount and disposition of Program Income must be identified on lines 10(q), (r), (s), and (t) of the grantee?s Financial Status

2. Report (SF-269, Rev. 4/88 Long Form). Examples of Program Income include, but are not limited to: fees for services performed during the grant or sub-grant period, proceeds from sale of tangible personal or real property, usage or rental fees, patent or copyright royalties, and proceeds from the sale of products and technology developed under the grant.

3. Any Program Income generated during the Project Period of this grant by the grantee or sub-grantee is subject to the Addition Alternative for Program Income and, therefore, must only be used to further the goals of the project for which this grant was awarded.

Failure to comply with the above stated Standard and Special Terms and Conditions could result in the suspension or termination of this grant project.

Direct inquiries regarding scientific programmatic issues to the official listed below.

Direct inquiries regarding fiscal and/or administrative matters to the grants management specialist listed below.

All formal correspondence/reports regarding the grant should be signed by an authorized institutional official and the Principal Investigator and should be sent to the attention of the grants management specialist, unless otherwise explicitly directed.

STAFF CONTACTS
Grants Management Specialist: Gladys Melendez-bohler
Email: gladys.melendez-bohler@fda.hhs.gov **Phone**: (301) 827-7168 **Fax**: (301) 827-7101

SPREADSHEET SUMMARY
GRANT NUMBER: 1R18FD003839-01

INSTITUTION: RIVERSIDE COUNTY DEPT OF ENV HEALTH

Budget	*Year 1*
Supplies	$33,500
Other Costs	$4,000
Consortium/Contractual Cost	$25,000
TOTAL FEDERAL DC	$62,500
TOTAL FEDERAL F&A	
TOTAL COST	$62,500

Food & Drug Administration	DATE September 14, 2009
	1. CENTER/PROGRAM ORA

2. LIST NUMBER	3. APPROPRIATION NUMBER
FD-003839-01	28627NFOOD93839 7590600
4. CAN*	5. PMS CODE*
6990928	22390B40
6. OBJECT CLASS	7. TYPE OF AWARD
41.41	Non -Research –Supplement

8. GRANT NUMBER	9. Document #	10. EIN #
1 R18-FD003839-01	RFD003839A	19560930B5

Jean Marie Strey
Riverside County Department of Enviornmental Health
4065 County Circle Drive #104
Riverside, California 92503

12. PROJECT PERIOD	13. BUDGET PERIOD
09/20/2008-09/31/2010 gmb	~~9/20/2009~~ 9/21/2009-8/31/2010 gmb

14. APPROVED FOR OBLIGATION

DIRECT: $ 62,500 INDIRECT: $ 0 FEE: $0 (SBIR ONLY) TOTAL COST: $62,500

15. SPECIAL CONDITIONS

CVM Supplement

16. REMARKS

- Please scan the signed document to G. Bohler – gladys.melendez-bohler@fda.hhs.gov
- 301-827-7168 – Telephone
- 301-827-7101 - FAX

17. PROJECT OFFICER (Print name and Sign; note telephone #)	18. CENTER/OFFICE
Jennifer Gabb 301-827-2899 Phone Number:	Funds Available: Soma Bhattacharyya

19. APPROVED BY DIRECTOR, (or individual with Delegated Authority)

Michele Berger, Director, ORA/ORM/DMO

20. APPROVED BY DIRECTOR, OFFICE OF FINANCIAL MANAGEMENT

21. CERTIFICATION OF Chief GRANTS MANAGEMENT OFFICER, OAGS and/or Grants Management Officer

Gladys M. Bohler, Grants Management Officer/Grants Management Specialist

9/17/09

Form FDA 3349 (2/97)

634

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

FROM: Economic Development Agency

SUBMITTAL DATE: August 17, 2009

SUBJECT: Seventh Amendment to Lease – Community Health Agency, Riverside

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify the attached Seventh Amendment to Lease and authorize the Chairman of the Board to execute the same on behalf of the County; and

2. Authorize the Auditor-Controller to adjust the Economic Development Agency's FY 2009/10 budget as set forth in Schedule A.

BACKGROUND: On September 1, 1990, the county entered into a lease for the Community Health Agency (CHA) at 9415 Mission Boulevard in Riverside, to accommodate the agency's Jurupa Family Health Center and Women, Infant, and Children's (WIC) program. Due to the increase in service demands for health care and other public health services the facility no longer meets the department's location and space requirements. On July 15, 2008, the Board of Supervisors approved an "In-Principle" form 11 to secure a build to suit leased facility of increased size for CHA.

(Continued)

FISCAL PROCEDURES APPROVED
ROBERT E. BYRD AUDITOR-CONTROLLER
BY S Bocanegra 10/15/09
SUSANA GARCIA-BOCANEGRA

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA				
	Current F.Y. Total Cost:	$154,015	**In Current Year Budget:**	No
	Current F.Y. Net County Cost:	$61,606	**Budget Adjustment:**	Yes
	Annual Net County Cost:	$63,400	**For Fiscal Year:**	09/10

SOURCE OF FUNDS: Revenue 60%, General Fund 40%

Positions To Be Deleted Per A-30 ☐

Requires 4/5 Vote ☒

C.E.O. RECOMMENDATION: APPROVE

County Executive Office Signature BY: Jennifer L. Sargent

FORM APPROVED COUNTY COUNSEL
BY: Synthia M. Gunzel DATE 9-21-09
SYNTHIA M. GUNZEL

Department Concurrence: Amanda Harrington, Director of Public Health

Dep't Recomm.: ☐ Consent ☒ Policy
Per Exec. Ofc.: ☐ Consent ☑ Policy

Prev. Agn. Ref.: 8/7/90, 3.34; 8/2/94, 3.31; 11/29/94, 3.22; 10/17/95, 3.13; 6/8/99, 3.7; 3/23/05, 3.11; 7/15/08, 3.16

District: 2

Agenda Number: 3.22

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

(Continued)

BACKGROUND:

However, this project was placed on hold due to budget constraints and reorganization of Community Health Agency's reduced staff. In an effort to assist Community Health in moving forward and achieving their goals, the Real Estate Division has assisted the department by negotiating the following lease terms: a lease renewal for three (3) years, at a reduced rate of $1.15 per square feet, as compared to the existing rate of $1.30 per square feet. This results in an overall rental reduction of 13%. The rental reduction will assist the department with an overall cost savings of $52K for the full term of the lease. The reduced rate provides the Department with valuable resources to assist in funding this and other programs in an efficient and cost effective manner.

Location:	9415 Mission Boulevard, Suites I, J, K, and O-S Riverside, California	
Lessor:	John P. and Margie Oostdam 1970 N. Warren Road San Jacinto, California 92582	
Size:	Approximately 9,600 square feet	
Term:	Three (3) years, October 1, 2008 through September 30, 2011.	
Rent:	Current $ 1.30 per sq. ft. $ 12,510 per month $150,120 per year	New $ 1.15 per sq. ft. $ 11,040.00 per month $132,480.00 per year
Cost Savings:	Rent Reduction: Savings Per Month: Savings Per Year: Savings Per Lease Term:	13% $1,470.00 $17,640.00 $52,920.00
Annual Adjustment:	Three percent (3%) on each anniversary date, October 1st.	
Utilities:	County pays phone and electric. Lessor to pay all other utilities.	
Interior/Exterior Maintenance:	Provided by Lessor.	

(Continued)

BACKGROUND:

Custodial:	County	
Market Data:	5961 Mission Boulevard, Riverside	$1.88 per sq. ft.
	2300 Market Street, Riverside	$2.28 per sq. ft.

The attached Seventh Amendment to Lease has been reviewed and approved by County Counsel as to legal form.

FINANCIAL DATA:

All associated costs for this Seventh Amendment to Lease will be fully funded through CHA's budget. CHA has budgeted for these costs in FY 2009/10; however, Economic Development Agency (EDA) requires a budget adjustment to its FY 2009/10 budget to cover related transactional costs with the property owner. While EDA will front the costs for this amendment with the property owner, CHA will reimburse EDA for all associated lease costs.

Schedule A

Increase Appropriations:

10000-7200400000-526700 – Rent/Lease Buildings	$135,072
10000-7200600000-529540 – Utilities	$13,824
10000-7200400000-572500 – Intra – Leases	($135,072)
10000-7200600000-573800 – Intra - Utilities	($13,824)

Exhibit A

Community Health Agency Lease Cost Analysis for FY 2009/10
9415 Mission Boulevard, Suites I, J ,K, and O-S, Riverside, California

Current Square Feet Occupied:

Office:		9,600	SQFT		
Cost per Square Foot:	$	1.15			
Lease Cost per Month (July 1, 2009 - September 30, 2009)			$ 11,040		
(Annual Insrease @ 3% (Commencing October 1, 2009)				$	33,120
Cost per Square Foot:	$	1.18			
Lease Cost per Month (October 1, 2009 - June 30, 2010)			$ 11,328		
				$	101,952
Total Estimated Lease Cost for FY 2009/10				$	135,072

Estimated Utility Costs:

Utility Cost per Square Foot	$	0.12			
Estimated Utility Costs (July 1, 2009 - June 30, 2010)			$ 13,824		
Total Estimated Utility Cost for FY 2009/10				$	13,824
Tenant Improvement Costs for Expansion Space:				$	-
RCIT Improvements:				$	-
EDA Lease Management Fee (Based @ 3.79%)				$	5,119
Total Estimated Lease Cost FY 2009/10				$	154,015
Current County Cost at 40%:				$	61,606

Exhibit B

Community Health Agency Lease Cost Analysis for FY 2010/11
9415 Mission Boulevard, Suites I, J ,K, and O-S, Riverside, California

Current Square Feet Occupied:

Office:		9,600	SQFT		
Cost per Square Foot:	$	1.18			
Lease Cost per Month (July 1, 2010 - September 30, 2010)			$ 11,328		
(Annual Insrease @ 3% (Commencing October 1, 2009)				$	33,984
Cost per Square Foot:	$	1.22			
Lease Cost per Month (October 1, 2010 - June 30, 2011)			$ 11,712		
				$	105,408
Estimated Lease Cost FY 2010/11				$	139,392

Estimated Utility Costs:

Utility Cost per Square Foot	$	0.12			
Estimated Utility Costs (July 1, 2010 - June 30, 2011)				$	13,824
EDA Lease Management Fee (Based @ 3.79%)				$	5,283
Total Estimated Lease Cost FY 2010/11				$	158,499
Annual Net County Cost at 40%:				$	63,400

SEVENTH AMENDMENT TO LEASE
(Community Health Agency, Jurupa Health Care Center
9415 Mission Boulevard, Riverside, California)

JOHN P. AND MARGIE OOSTDAM, Lessors, and **COUNTY OF RIVERSIDE**, County, herby agree to amend that certain Lease dated August 1, 1990, and as amended January 6, 1994, August 2, 1994, November 29, 1994, October 17, 1995, June 8 1999, and March 23, 2004, pertaining to the premises located within that certain building at 9415 Mission Boulevard, Riverside, California, as more particularly shown on Exhibit "A", attached to the Lease as follows:

1. Term.

(a) The Term of the Lease is hereby extended three (3) years commencing October 1, 2008, and terminating September 30, 2011.

(b) County shall have one (1) option to terminate lease after twenty four (24) months, with sixty (60) day written notice to Lessor.

2. Rent. During the extended term the monthly rent shall be decreased from $12,510.78 to $11,040.00 per month.

(a) On October 1st of each year of occupancy, the rent shall be increased by three percent (3%).

3. County's Option to Terminate. The parties hereto recognize and understand the rental consideration hereunder originates from County, State, and/or Federal sources and therefore, if such funding is reduced or otherwise becomes unavailable, based on the County's annual fiscal budget, County shall have the right to terminate this Lease by giving Lessor sixty (60) days' notice thereof in writing.

4. Maintenance.

(a) All maintenance repairs must be completed within a twenty four (24) to forty eight (48) hour period after receiving notice from County. Lessor shall perform said maintenance services in a manner and at such times that will cause the least possible inconvenience, annoyance, or disturbance to County. In the event the maintenance repair is urgent, then Lessor shall provide and perform immediate maintenance repairs.

5. All other provisions of the Lease not otherwise affected by this Seventh Amendment to Lease shall remain the same.

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6. This Seventh Amendment to Lease shall not be binding or consummated until its approval by the County's Board of Supervisors.

Date: 9-13-09

JOHN P. AND MARGIE OOSTMAN

By: John P Oostman

By: Margie K. Oostman

COUNTY OF RIVERSIDE

By: _____
Jeff Stone, Chairman
Board of Supervisors

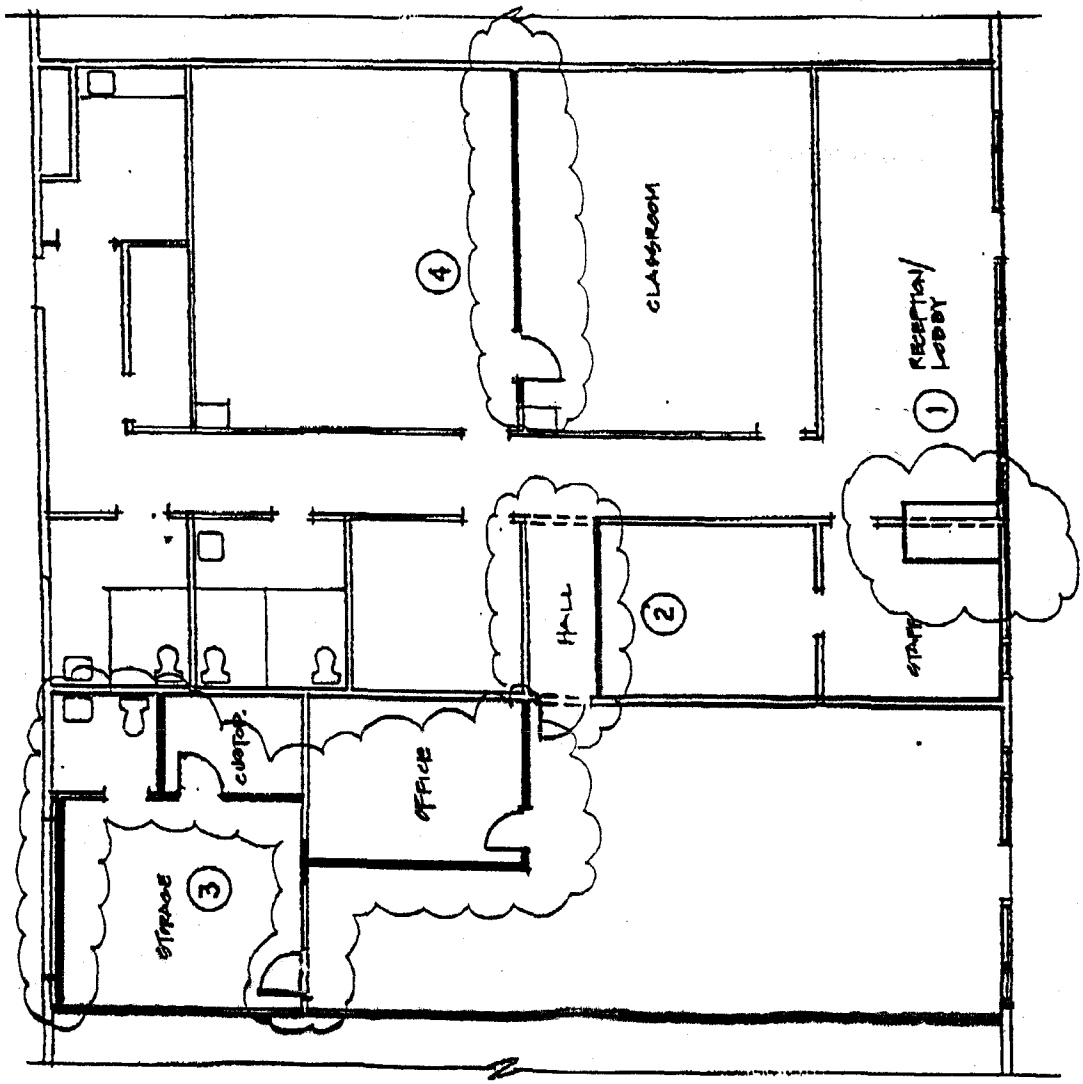
Attest:
Kecia Harper-Ihem
Clerk of the Board

By: _____
Deputy

Approved as to Form:
Pamela J. Walls
County Counsel

By: Synthia M. Gunzel
Synthia M. Gunzel
Deputy County Counsel

CC:pa
12/10/08
RV084
12.273



JURUPA WIC
9415 MISSION BLVD.
UNITS IJK

EXHIBIT "A"

608

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

FROM: Economic Development Agency

SUBMITTAL DATE:
August 24, 2009

SUBJECT: First Amendment to Lease, District Attorney's Office, Murrieta

RECOMMENDED MOTION: That the Board of Supervisors approve the attached First Amendment to Lease and authorize the Chairman of the Board to execute same on behalf of the County.

BACKGROUND: This First Amendment to Lease represents a two (2) year extension in the lease term which will expire on December 31, 2012, in addition to a decrease in the rent. The Economic Development Agency (EDA), Real Estate Division, has negotiated a reduction in the rent from $2.06 per square foot to $.95 per square foot. This equates to a 53% savings in rent for the department. Rent decrease will be effective August 1, 2009.

Robert Field,
Assistant County Executive Officer/EDA

FINANCIAL DATA	**Current F.Y. Total Cost:**	($177,177)	**In Current Year Budget:**	Yes
	Current F.Y. Net County Cost:	($177,177)	**Budget Adjustment:**	No
	Annual Net County Cost:	$-0-	**For Fiscal Year:**	09/10

SOURCE OF FUNDS: 100% General Fund

Positions To Be Deleted Per A-30 ☐

Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION: APPROVE

County Executive Office Signature BY: Jennifer L. Sargent

FORM APPROVED COUNTY COUNSEL
BY: SYNTHIA M. GUNZEL DATE 8/24/09

Dep't Recomm.: ☐ Consent ☒ Policy
Per Exec. Ofc.: ☐ Consent ☑ Policy

Prev. Agn. Ref.: 9/28/04 #3.16, 6/28/05 #3.16 | **District:** 3 | **Agenda Number:**

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.23

The lease rate reduction was initiated at the request of the Office of the District Attorney (DA) as part of the DA's ongoing efforts to identify cost saving measures. The original intention was to reduce the amount of space occupied by the Victim Services division in the DA's Southwest Office, which would have considerably reduced the amount of space available for staff but would have realized the requested lease rate reduction; however, as an alternative EDA staff was able to negotiate a significant lease rate reduction and allow the Victim Services division to retain all of the space it had previously occupied. The result of the renegotiation is a greater cost savings to the DA than originally anticipated while maintaining the amount of space needed for Victims Services to continue to provide much-needed services.

Lessor:	Valley View Commerce Center, LLC 41623 Margarita Road, Suite 100 Temecula, California	
Premises Location:	30045 Technology Drive Murrieta, California	
Term:	Lease expires December 31, 2012	
Size:	14,482 square feet	
Rent:	Current	New
	$ 2.06 per sq. ft.	$ 0.95 per sq. ft.
	$ 29,864.48 per month	$ 13,757.90 per month
	$358,373.76 per year	$165,094.80 per year
	Savings per square foot:	53% decrease
	Savings per month:	$16,106.58
	Savings per year:	$193,278.96
Rental Adjustment:	Three (3%) percent annually	

The attached First Amendment to Lease has been reviewed and approved by County Counsel as to legal form.

FINANCIAL DATA:

The lease rate reduction reflects a cost savings for the department in FY 09/10 of $177,177.00. All associated costs for this First Amendment to Lease will be fully funded through the District Attorney's budget. The District Attorney has budgeted these costs in FY 09/10; however, EDA will request a budget adjustment to its FY 09/10 budget to cover related transactional costs with the property owner, as well as ongoing utility costs, as necessary, during its quarterly budget report.

Exhibit A

District Attorney Lease Cost Analysis for FY 2009/10
30045 Technology Drive, Murrieta, California

Current Square Feet Occupied:

Office:		14,482	SQFT		
Cost per Square Foot:	$	2.06			
Lease Cost per Month (July 1, 2009 - July 31, 2009)			$	29,864	
Cost per Square Foot:	$	0.95			
Lease Cost per Month (August 1, 2009 - June 30, 2010)			$	13,757	
Total Estimated Lease Cost for FY 2009/10				**$**	**181,201**

Estimated Utility Costs:

Utility Cost per Square Foot	$	-		
Estimated Utility Costs (July 1, 2009 - June 30, 2010)				
Total Estimated Utility Cost for FY 2009/10				**N/A**

Estimated Lease Cost:

Rent cost at old rate	$	29,864		
Rent cost at new rate	$	13,757		
Net change per month	$	16,107		
Total Decrease (August 1, 2009 - June 30, 2010)				($177,177)
Total Decrease in Estimated Lease Cost FY 2009/10				($177,177)

Exhibit B

District Attorney Lease Cost Analysis for FY 2010/11
30045 Technology Drive, Murrieta, California

Current Square Feet Occupied:

Office:		14,482	SQFT		
Cost per Square Foot:	$	0.95			
Lease Cost per Month (July 1, 2010 - July 31, 2010)			$	13,757	
Cost per Square Foot:	$	0.97			
Lease Cost per Month (August 1, 2010 - June 30, 2011)			$	14,047	
Total Estimated Lease Cost for FY 2010/11				$	**168,280**

Estimated Utility Costs:

Utility Cost per Square Foot	$	0.12			
Estimated Utility Costs (July 1, 2010 - June 30, 2011)			$	20,854	
Total Estimated Utility Cost for FY 2010/11				$	**20,854**

FIRST AMENDMENT TO LEASE
(District Attorney
30045 Technology Drive,
Murrieta, California)

This First Amendment to Lease between the **COUNTY OF RIVERSIDE**, herein called "County", and **VALLEY VIEW COMMERCE CENTER, LLC**, herein called "Lessor" as successor in interest to **VALLEY VIEW PARTNERS, LLC**, Fred Grimes, Managing Member, hereby amends that certain Lease dated June 28, 2005, pertaining to the premises located at 30045 Technology Drive, Murrieta, California, as follows:

1. Premises Defined. Section 2.2 of the Lease is hereby amended as follows: The address reflected in Section 2.2 shall be revised from 30033 – B Technology Drive to 30045 Technology Drive.

2. Term. Section 4 of the Lease is hereby amended as follows: The term of the lease is extended two (2) years and shall expire on December 31, 2012.

3. Rent. Section 5.1 of the Lease is hereby amended as follows: Effective August 1, 2009 the new monthly rent for the premises shall be reduced to thirteen Thousand Seven Hundred Fifty Seven Dollars and 90/100 ($13,757.90).

4. Notice. Section 6.4.1 of the Lease is hereby amended as follows: Section 6.4.1 is deleted in its entirety and replaced with the following: "County shall provide Lessor with written notification of its election to terminate this Lease by providing sixty (60) days written notice prior to the date of termination. County's notice shall state the reason for its termination of this Lease. County's obligation to pay Rent shall continue through the termination date. "

5. Except as modified or supplemented by this First Amendment to Lease, all provisions of this Lease shall remain in full force and effect.

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ORIGINAL

6. This First Amendment to Lease shall not be binding or consummated until its approval by the Board of Supervisors of Riverside County.

Dated: _____

VALLEY VIEW COMMERCE CENTER, LLC

By: _____
Fred Grimes, Managing Member

COUNTY OF RIVERSIDE

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By: _____
Jeff Stone, Chairman
Board of Supervisors

By: _____

APPROVED AS TO FORM:
Pamela J. Walls
County Counsel

By: Synthia M. Gunzel
Synthia M. Gunzel
Deputy County Counsel

609

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

FROM: Economic Development Agency

SUBMITTAL DATE: July 7, 2009

SUBJECT: Revenue Lease – Department of Mental Health, Indio

RECOMMENDED MOTION: That the Board of Supervisors ratify the attached Revenue Lease and authorize the Chairman to execute the same on behalf of the County.

BACKGROUND: The Department of Mental Health (DOMH) has operated a residential treatment program in the county-owned building located at 47-915 Oasis Street, Indio, since 1997. DOMH desires to enter into an agreement with Anka Behavioral Health, Inc. to occupy a portion of the building and provide services to adults experiencing emotional and/or behavioral issues.

(Continued)

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	**Current F.Y. Total Cost:**	$ -0-	**In Current Year Budget:**	N/A
	Current F.Y. Net County Cost:	$ -0-	**Budget Adjustment:**	N/A
	Annual Net County Cost:	$ -0-	**For Fiscal Year:**	09/10

SOURCE OF FUNDS: Revenue Lease

Positions To Be Deleted Per A-30 ☐

Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION: APPROVE

County Executive Office Signature BY: Jennifer L. Sargent

FORM APPROVED COUNTY COUNSEL
BY: SYNTHIA M. GUNZEL DATE 7-15-09

Maria T. Mabey
MARIA T. MABEY, ASST DIRECTOR
RIVERSIDE COUNTY DMH

Dep't Recomm.: ☐ Consent ☒ Policy
Per Exec. Ofc.: ☐ Consent ☑ Policy

Prev. Agn. Ref.: | **District:** 4 | **Agenda Number:** 3.24

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

(Continued)

BACKGROUND:

The revenue lease is summarized as follows:

Location:	47-915 Oasis Street Indio, CA 92201
Lessee:	Anka Behavioral Health, Inc. 1850 Gateway Boulevard, Suite 900 Concord, CA 94520
Size:	Approximately 7,518 square feet.
Term:	One (1) year, commencing upon completion of building modifications and ending June 30, 2010.
Rent:	$22,883.16 to be paid monthly to County.

The attached Revenue Lease has been reviewed and approved by County Counsel as to legal form.

FINANCIAL DATA:

DOMH has contracted with Anka Behavioral Health, Inc., to provide services in this facility relative to Mental Health's residential program. Through the lease the DOMH will receive rent revenue from Lessee for use of the facility. The rent will be applied to the actual operating cost of the facility. Thus, no net county cost will be incurred as a result of this transaction.

LEASE
(COUNTY OF RIVERSIDE AND
ANKA BEHAVIORAL HEALTH, INC.,
47-915 Oasis Street, Indio, California)

The **COUNTY OF RIVERSIDE**, herein called County, leases to **ANKA BEHAVIORAL HEALTH, INC.**, a California corporation, herein called Lessee, the property described below upon the following terms and conditions:

1. Recitals.

(a) County, through Department of Mental Health, conducts a residential treatment program which includes services to adults who are experiencing serious emotional and/or behavioral problems.

(b) Lessee desires to lease County's building and grounds situated at 47-915 Oasis Street, Indio, California, for the purpose of providing certain services relative to County's residential program.

(c) Pursuant to Section 26227 of the Government Code, the County Board of Supervisors deems that the services to be provided by Lessee are necessary to meet the social needs of the residents of County as such services relate to the needs of mentally handicapped persons and is willing to contribute thereto by leasing said building and grounds to Lessee.

2. Description. The premises leased hereby consists of approximately seven thousand five hundred eighteen (7,518) square feet located at 47-915 Oasis Street, Indio, California, and consist of a building and grounds as more particularly shown on Exhibit "A", attached hereto, and by this reference made a part of this lease.

3. Use.

(a) The premises are leased hereby for the purpose of providing services in support of County's Department of Mental Health residential treatment program as it relates to adults experiencing emotional and/or behavioral problems.

(b) The leased premises shall not be used for any other purpose without first obtaining the written consent of County, which consent shall not be unreasonably withheld.

(c) Lessee shall have the exclusive use of the leased premises.

4. Term. This lease shall be for a period commencing upon substantial completion of tenant improvements, or when services to clients can commence, whichever occurs first, and expiring on June 30, 2010. Lease may thereafter be renewed for one (1) year, subject to the availability of funds and adherence of the lease terms and conditions.

5. Operating Cost. Lessee shall pay the sum of $22,883.16 to the Department of Mental Health commencing upon substantial completion of tenant improvements or the date that services to clients can commence, whichever occurs first, as

stated in Paragraph 4, herein. Mental Health shall apply the monthly payments of $22,883.16 to the actual operating cost of the facility.

6. On-Site Improvements by Lessee.

(a) Any alterations, improvements or installation of fixtures to be undertaken by Lessee shall have the prior written consent of County after Lessee has submitted proposed plans for such alterations, improvements or fixtures to County in writing.

(b) All alterations and improvements to be made, and fixtures installed, or caused to be made and installed, by Lessee shall become the property of County with the exception of trade fixtures as such term is used in Section 1019 of the Civil Code. At or prior to the expiration of this lease, Lessee may remove such trade fixtures; provided, however, that such removal does not cause injury or damage to the leased premises, or in the event it does, Lessee shall restore the premises to their original shape and condition as nearly as practicable. In the event such trade fixtures are not removed, County may, at its election, either: 1) remove and store such fixtures and restore the premises for the account of Lessee, and in such event, Lessee shall within thirty (30) days after billing and accounting therefore reimburse County for the costs so incurred, or 2) take and hold such fixtures as its sole property.

7. Signs. Lessee shall not erect, maintain or display any signs or other forms of advertising upon the leased premises without first obtaining the written approval of County, which approval shall not be unreasonably withheld.

8. Equipment and Furnishings.

(a) County shall provide Lessee with equipment and furnishings, and said equipment and furnishing shall remain within the leased premises. All such equipment and furnishings shall be labeled with a Mental Health Tag Number.

(b) An inventory of equipment and furnishings shall be updated by Lessee quarterly as necessary to add or delete inventory items as required through the Department of Mental Health contract for the provision of services with Lessee at 47-915 Oasis Street, Indio, California. Any such revised exhibits shall be forwarded to the Department of Mental Health and attached to the contract for the provision of services.

(c) Lessee, at its expense, shall be responsible for maintaining said equipment and furnishings in good working condition and repair if the value is fewer than One Thousand Dollars ($1,000). Such equipment and furnishings shall remain the property of the County, including all title and legal ownership rights.

(d) Equipment or furnishings with a value in excess of One Thousand Dollars ($1,000) replaced by the County and deemed integral to the provision of services, will remain the property of the County, including all title and legal ownership rights.

(e) Any new items added to the inventory quarterly shall only be purchased with the expressed written approval of the Department of Mental Health Manager and must be an item essential or integral to the provision of services. New equipment and

furnishings, essential or integral to the provision of services, shall be purchased by Lessee, utilizing purchasing agency procedures requiring competitive bids, if the value of the item is less than One Thousand Dollars ($1,000) and by County in excess of One Thousand Dollars ($1,000) in value. All such new equipment and furnishings shall be labeled with a Mental Health Tag Number and remain the property of the County including all title and legal ownership rights.

(f) Repaired, replaced or new essential or integral equipment and furnishings purchased by Lessee and approved by the Department of Mental Health Manager shall be deemed an actual claimed program cost when filing annual cost reports as required under the contract for the provision of services. However, allowable and non-allowable cost information requirements can be found in the Center for Medicare and Medicaid Services (CMS) Publication 15, Provider Reimbursement Manual (PRM) Parts I & II. It shall be Anka Behavioral Health, Inc.'s responsibility to ensure compliance with these requirements.

(g) The County shall dispose of any equipment and furnishings deemed by Department of Mental Health Regional Manager to be beyond economical repair.

9. Security. Lessee shall assume responsibility for the closed circuit cameras and video/equipment used in the surveillance of the leased premises, if any.

10. Utilities.

(a) County shall provide and pay for all utilities.

(b) Lessee shall provide and pay for all telephone services.

11. Maintenance.

(a) County shall be responsible for all interior maintenance of the leased premises, including, but not limited to, weekly changing of the air conditioning filters.

(b) County shall be responsible for maintaining the exterior and grounds of the leased premises as shown on Exhibit "B". Responsibilities include lawn mowing, weeding, trimming of trees and shrubbery.

(c) County shall be responsible for providing monitoring and maintenance of the fire alarm system and fire extinguishers.

(d) County shall maintain the mechanical room and other major equipment connected to this facility. Lessee shall provide an escort to the County maintenance person or persons for this service.

(e) In the event any damage or injury to the leased premises is caused by the willful or negligent acts of Lessee, its officers, employees, clients, agents, guests, invitees, subcontractors or independent contractors, any repairs made, or caused to be made by County as may be necessary to restore the leased premises as a result of such damage or injury, shall be paid forthwith by Lessee to County upon a billing and accounting thereof, in writing, by County to Lessee.

12. Custodial/Housekeeping Services. Lessee shall provide, or cause to be provided, and pay for all custodial and housekeeping services in connection with the leased premises.

13. Inspection of Premises. County, through its duly authorized agents, shall have the right to enter the leased premises for the purpose of inspecting, monitoring, and evaluating the obligations of Lessee hereunder and for the purpose of doing any and all things which it is obligated and has a right to do under this lease.

14. Quiet Enjoyment. Lessee shall have, hold and quietly enjoy the use of the leased premises so long as it shall fully and faithfully perform the terms and conditions that it is required to do under this lease.

15. Compliance with Government Regulations. Lessee shall, at Lessee's sole cost and expense, comply with the requirements of all local, state and federal statutes, regulations, rules, ordinances and orders now in force or which may be hereafter in force, pertaining to the leased premises. The final judgment, decree or order of any court of competent jurisdiction, or the admission of Lessee in any action or proceedings against Lessee, whether Lessee be a party thereto or not, that Lessee has violated any such statutes, regulations, rules, ordinances or orders, in the use of the leased premises, shall be conclusive of that fact as between County and Lessee.

16. Termination by County. County shall have the right to terminate this lease forthwith:

(a) In the event a petition is filed for voluntary or involuntary bankruptcy for the adjudication of Lessee as debtors.

(b) In the event that Lessee makes a general assignment, or Lessee's interest hereunder is assigned involuntarily or by operation of law, for the benefit of creditors.

(c) In the event of abandonment of the leased premises by Lessee.

(d) In the event Lessee fails or refuses to perform, keep or observe any of Lessee's duties or obligations hereunder; provided, however, that Lessee shall have thirty (30) days in which to correct Lessee's breach or default after written notice thereof has been served on Lessee by County.

(e) In the event Lessee's license(s) with the State of California to provide the services set forth in Paragraph 3(a) herein are/is terminated or expires.

(f) Upon thirty (30) days written notice served upon the Lessee, if sufficient funds are not available for continuance of the service.

(g) Without cause upon sixty (60) days written notice served upon the Lessee.

(h) County may terminate this lease immediately if, in the opinion of the Director of Mental Health, Lessee fails to provide for the health and safety of patients in

this facility under the Service Contract between the Department of Mental Health and Lessee. County may proceed with services in any manner deemed proper to County.

17. Termination by Lessee. Lessee shall have the right to terminate this lease:

(a) In the event County fails to perform, keep or observe any of its duties or obligations hereunder; provided, however, that County shall have thirty (30) days in which to correct its breach or default after written notice thereof has been served on it by Lessee; provided, further, however, that in the event such breach or default is not corrected, Lessee may elect to terminate this lease in its entirety or as to any portion of the premises affected thereby, and such election shall be given by an additional fifteen (15) days written notice to County.

(b) Without cause upon sixty (60) days written notice served upon the County.

18. Insurance. Lessee shall during the term of this lease procure at its sole cost and expense and keep in full force and effect from the commencement date of this lease continuing until the end of the term of the lease the following insurance provisions:

(a) Workers' Compensation. Procure and maintain Workers' Compensation Insurance as prescribed by the laws of the State of California.

(b) Comprehensive General Liability. Procure and maintain Comprehensive Broad Form General Liability insurance coverage that shall protect Lessee from claims, including, but not limited to, damages for premises liability, contractual liability, personal and advertising injury (broad form) which may arise from or out of Lessee's operation, use and management of the leased premises and grounds or the performance of its obligations hereunder, whether such operations, use, or performance be by Lessee, by any subcontractor, vendor, or by anyone employed directly or indirectly by either of them or volunteers serving either of them. Such insurance shall name County of Riverside, its Directors, Officers, Special District, Board of Supervisors, employees, agents or representatives as additional insured with respect to this lease and the obligations hereunder with limits of not less than One Million Dollars ($1,000,000) per occurrence combined single limit. Policy shall provide for Five Thousand Dollars ($5,000) in medical payments coverage per occurrence, and fire legal liability in an amount not less than Fifty Thousand Dollars ($50,000) per occurrence.

(c) Vehicle Liability. Lessee shall procure auto liability as required by the State of California.

(d) All Risk Real and Personal Property.

(1) The leased premises will continue to remain insured by the County Property Program at no additional cost to Lessee. The County of Riverside shall continue to be responsible for all risk, earthquake and flood deductibles.

(2) The leased premises will continue to remain insured by the County Boiler and Machinery Program. The County of Riverside shall continue to be responsible for any and all deductibles relating to Boiler and Machinery insurance coverage.

(e) General Insurance Provisions.

(1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California unless waived, in writing, by County Risk Manager, and such carrier(s) shall have an A.M. BEST rating of not less than an A:VII. In addition, any deductibles or self-insured retentions must be declared by such carrier(s) and such deductibles and retentions shall have the prior consent, in writing, from the County Risk Manager and, at the election of the County Risk Manager, such carriers shall be notified in writing and shall either: 1) reduce or eliminate such deductibles or self-insured retentions relating to the County of Riverside, its officers, employees or agents, or 2) procure a bond which guarantees payment of losses and related investigations, claim(s) administration and defense expenses and costs. If no written notice is received from County Risk Manager within ten (10) days of the acceptance of lease then such deductibles or self-insured retentions shall be deemed acceptable.

(2) Cause its insurance carrier(s) to furnish the County of Riverside with either: 1) properly executed original Certificate(s) of Insurance and certified original copies of endorsements effecting coverage as required herein; or 2) if requested to do so, in writing, by County Risk Manager, provide original certified copies of policies including all endorsements and any and all attachments thereto, showing that such insurance is in full force and effect, and County of Riverside, its Directors, Officers, Special Districts, Board of Supervisors, elected officials, employees, agents or representatives are named as additional insureds with respect to this lease and the obligations of Lessee hereunder. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any modification, cancellation, expiration or reduction in coverage and on the effective date thereof, this lease shall terminate forthwith, unless the County of Riverside 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. Lessee shall not take possession or otherwise use the leased premises until the County of Riverside has been furnished original Certificate(s) of Insurance and certified original copies of endorsements or policies of insurance including all endorsements and any and all other attachments as required in this Section. The original endorsements for each policy and the Certificate of Insurance shall be signed by an individual authorized by the insurance carrier to do so on its behalf.

(3) It is understood and agreed to by the parties hereto, and the insurance company(s), Certificate(s) of Insurance shall so covenant and shall be construed as primary and County's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

(f) Professional Liability. Procure and maintain professional liability insurance coverage to protect from any liability whatsoever based on or asserted by any claim, act or omission of Lessee, its officers, agents, employees, subcontractors and independent contractors, relating to or in any way connected with or arising from the lease and/or for any error or omission by Lessee, its employees, agents, officers or subcontractors. The amount of such insurance shall not be less than One Million Dollars ($1,000,000) per occurrence, combined single limit, and Two Million Dollars ($2,000,000) in the aggregate.

19. Hold Harmless.

(a) Lessee represents that it has inspected the leased premises, accepts the condition thereof and fully assumes any and all risks incidental to the use thereof. County shall not be liable to Lessee, its officers, agents, employees, subcontractors or independent contractors for any personal injury or property damage suffered by them which may result from hidden, latent or other dangerous conditions in, on, upon or within the leased premises; provided, however, that such dangerous conditions are not caused by the sole negligence of County, its officers, agents or employees.

(b) Lessee shall indemnify and hold County, its officers, agents, employees and independent contractors free and harmless from any liability whatsoever, based or asserted upon any act or omission of Lessee, its officers, agents, employees, subcontractors and independent contractors, for property damage, bodily injury, or death (Lessee's employee included) or any other element of damage of any kind or nature, relating to or in any way connected with or arising from its use and responsibilities in connection therewith of the leased premises or the condition thereof, and Lessee shall defend, at its expense, including without limitation, attorney fees, expert fees and investigation expenses, County, its officers, agents, employees and independent contractors in any legal action based upon such alleged acts or omissions. The obligations to indemnify and hold County free and harmless herein shall survive until any and all claims, actions and causes of action with respect to any and all such alleged acts or omissions are fully and finally barred by the applicable statute of limitations.

(c) County shall indemnify and hold Lessee, its officer, agents, employees and independent contractors free and harmless from any liability whatsoever, based or asserted upon any act or omission of County, its officers, agents, employees, subcontractors and independent contractors, for property damage, bodily injury, or death (County employee included) or any other element of damage of any kind or nature, relating to or in any way connected with or arising from its use and responsibilities in connection therewith of the leased premises or the condition thereof, and County shall defend, at its expense, including without limitation, attorney fees, expert fees and investigation expenses, Lessee, its officers, agents, employees and independent contractors in any legal action based upon such alleged acts or omissions. The obligations to indemnify and hold Lessee free and harmless herein shall survive until any and all claims, actions and causes of action with respect to any and all such alleged acts or omissions are fully and finally barred by the applicable statute of limitations.

(d) The specified insurance limits required in Paragraph 18 above shall in no way limit or circumscribe Lessee's obligations to indemnify and hold County free and harmless herein.

20. Assignment. Lessee cannot assign, sublet, mortgage, hypothecate or otherwise transfer in any manner any of its rights, duties or obligations hereunder to any person or entity without the written consent of County being first obtained, which consent shall be in the absolute discretion of County. In the event of any such transfer, as provided in this Paragraph, Lessee expressly understands and agrees that it shall remain liable with respect to any and all of the obligations and duties contained in this lease.

21. Toxic Materials. During the term of the lease and any extensions thereof, Lessee shall not violate any federal, state or local law, ordinance or regulation, relating to industrial hygiene or to the environmental condition on, under or about the leased premises, including, but not limited to, soil and groundwater conditions. Further, Lessee, its successors, assigns and subleases, shall not use, generate, manufacture, produce, store or dispose of on, under or about the leased premises or transport to or from the leased premises any flammable explosives, asbestos, radioactive materials, hazardous wastes, toxic substances or related injurious materials, whether injurious by themselves or in combination with other materials (collectively, "hazardous substances", "hazardous materials" or "toxic substances") in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq; the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq; and those substances defined as "Hazardous Wastes" in Section 25117 of the California Health and Safety Code or as "Hazardous Substances" in Section 25316 of the California Health and Safety Code; and in the regulations adopted in publications promulgated pursuant to said laws.

22. Free From Liens. Lessee shall pay, when due, all sums of money that may become due for any labor, services, material, supplies, or equipment, alleged to have been furnished or to be furnished to Lessee, in, upon, or about the leased premises, and which may be secured by a mechanic's, material man's or other lien against the leased premises or County's interest therein, and will cause each such lien to be fully discharged and released at the time the performance of any obligation secured by such lien matures or becomes due; provided, however, that if Lessee desires to contest any such lien, it may do so, but notwithstanding any such contest, if such lien shall be reduced to final enforcement thereof is not promptly stayed, or if so stayed, and said stay thereafter expires, then and in such event, Lessee shall forthwith pay and discharge said judgment.

23. Employees and Agents of Lessee. It is understood and agreed that all persons hired or engaged by Lessee shall be considered to be employees or agents only of Lessee and not of County.

24. Binding on Successors. Lessee, its assigns and successors in interest, shall be bound by all the terms and conditions contained in this lease, and all the parties thereto shall be jointly and severally liable hereunder.

25. Waiver of Performance. No waiver by County at any time of any of the terms and conditions of this lease shall be deemed or construed as a waiver at any time thereafter of the same or of any other terms or conditions contained herein or of the strict and timely performance of such terms and conditions.

26. Severability. The invalidity of any provision in this lease as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof.

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

28. Attorneys' Fees. In the event of any litigation or arbitration between Lessee and County to enforce any of the provisions of this lease or any right of either party hereto, the unsuccessful party to such litigation or arbitration agrees to pay to the successful party all costs and expenses, including reasonable attorneys' fees, incurred therein by the successful party, all of which shall be included in and as a part of the judgment or award in such litigation or arbitration.

29. Notices. Any notice required or desired to be served by either party upon the other shall be addressed to the respective parties as set forth below:

County:	Information Copy To:
County of Riverside Economic Development Agency 3133 Mission Inn Avenue Riverside, California 92507	County of Riverside Department of Mental Health Post Office Box 7549 Riverside, California 92513-7549

Lessee:

Anka Behavioral Health, Inc.
1850 Gateway Boulevard, Suite 900
Concord, CA 94520
Attn: Chris Withrow, DCEO

or to such other addresses as from time to time shall be designated by the respective parties.

30. Permits, Licenses and Taxes. Lessee shall secure and maintain, at its expense, all necessary permits and licenses as it may be required to obtain and/or hold, and Lessee shall pay for all fees and taxes levied or required by any authorized public entity. Lessee recognizes and understands that this lease may create a possessory interest subject to property taxation and that Lessee may be subject to the payment of property taxes levied on such interest.

31. Paragraph Headings. The paragraph headings herein are for the convenience of the parties only, and shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions or language of this lease.

32. County's Representative. County hereby appoints the Assistant County Executive Officer of the Economic Development Agency as its authorized representative to administer this lease.

33. Agent for Service of Process. It is expressly understood and agreed that in the event Lessee is not a resident of the State of California or it is an association or partnership without a member or partner resident of the State of California, or it is a foreign corporation, then in any such event, Lessee shall file with County's Assistant County Executive Officer of the Economic Development Agency, upon its execution hereof, a designation of a natural person residing in the State of California, giving his or her name, residence and

business addresses, as its agent for the purpose of services of process in any court action arising out of or based upon this lease, and the delivery to such agent of a copy of any process in any such action shall constitute valid service upon Lessee. It is further expressly understood and agreed that if for any reason service of such process upon such agent is not feasible, then in such event Lessee may be personally served with such process out of this County and that such service shall constitute valid service upon Lessee. It is further expressly understood and agreed that Lessee is amenable to the process so served, submits to the jurisdiction of the court so obtained and waives any and all objections and protests thereto.

34. Entire Lease. This lease 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 leases, agreements and understandings, oral or written, in connection therewith. The lease may be changed or modified only upon the written consent of the parties hereto.

35. This lease shall not be binding or consummated until it's approval by the County's Board of Supervisors.

Dated: 9-23-09

ANKA BEHAVIORAL HEALTH, INC.,
a California Corporation

By: _____
Chris Withrow, DCEO

COUNTY OF RIVERSIDE

By: _____
Jeff Stone, Chairman
Board of Supervisors

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

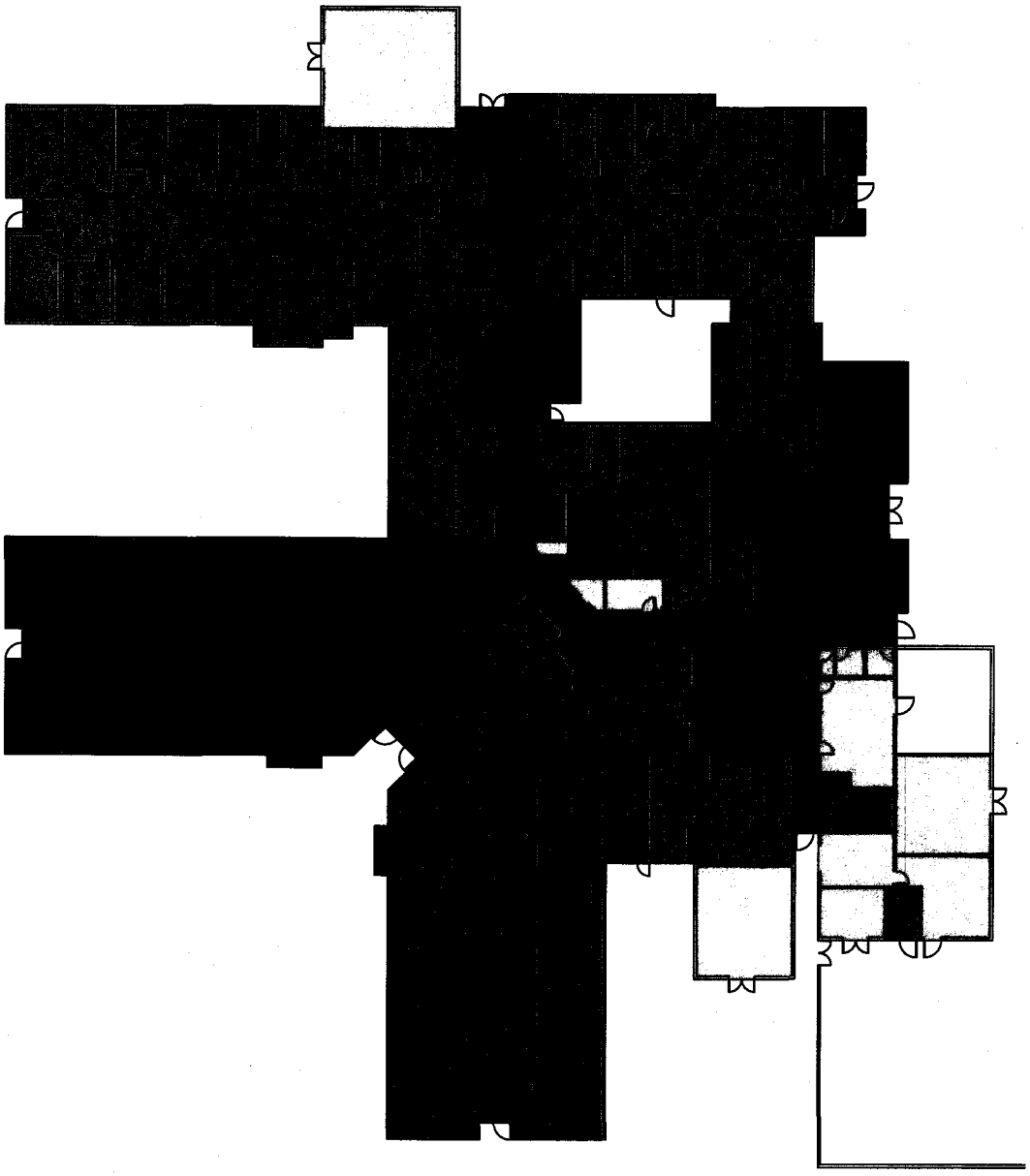
By: _____
Deputy

APPROVED AS TO FORM:
Pamela J. Walls
County Counsel

By: _____
Synthia M. Gunzel
Deputy County Counsel

HR:ra
070109
IN025
12.724

FLOOR PLAN



SPACE MANAGEMENT LEGEND			
DEPARTMENT	COLOR	USABLE SQ. FT.	RENTABLE SQ.FT.
Common Core		3,570	
ANKA		6,451	7,210
County		7,607	8,502
Stars		13,317	14,884
ANKA/Stars		548	613
County/Stars		2,407	2,690
	Total	33,900	33,900

EXHIBIT A

NO.	DATE	BY	PROJ. NO.	SUBMISSION / REVISION

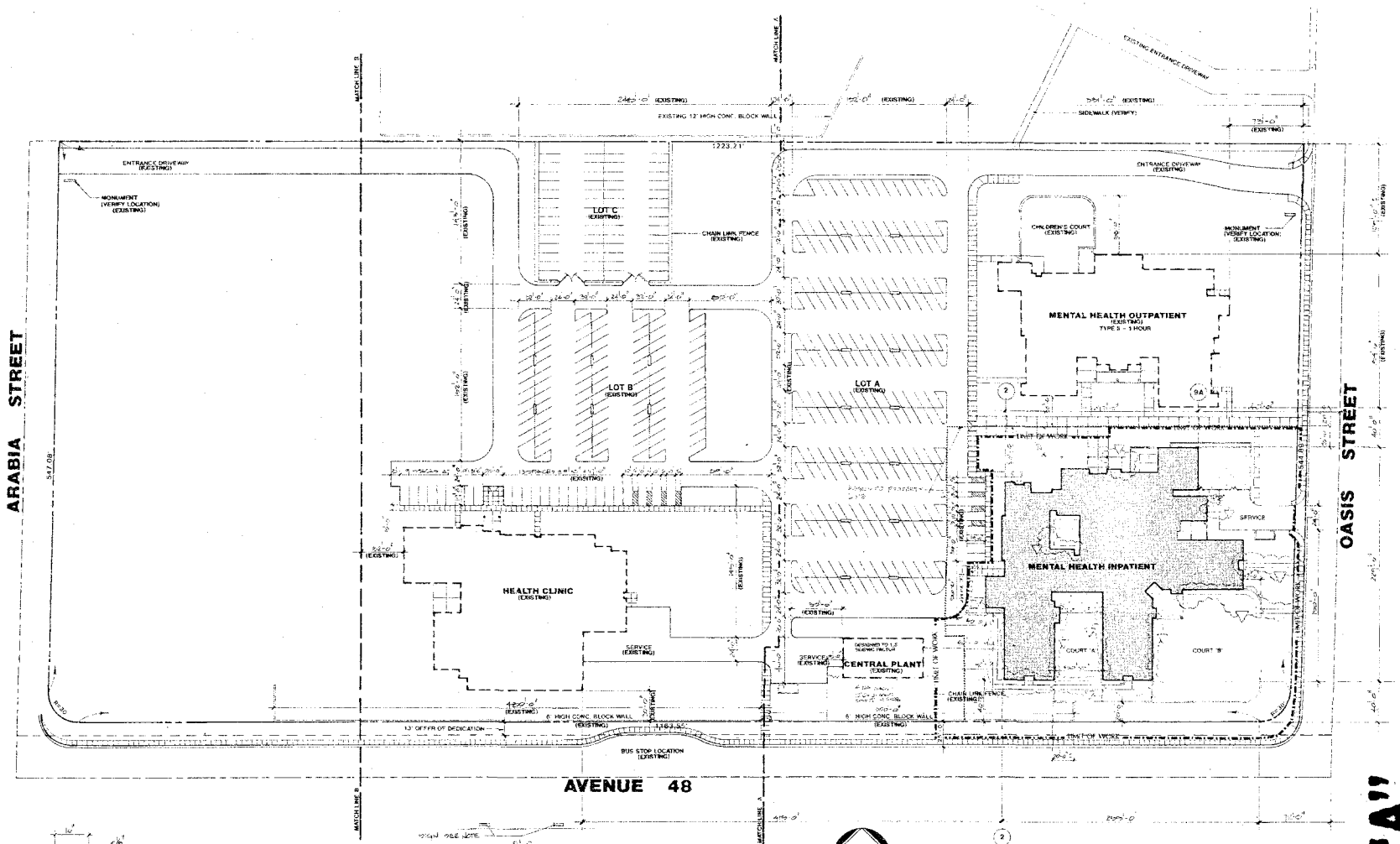
DEPARTMENT of FACILITIES MANAGEMENT
DIVISION of DESIGN & CONSTRUCTION
COUNTY of RIVERSIDE

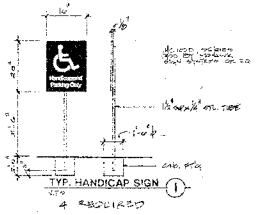
IN718
47923 OASIS ST INDIO
INDIO MENTAL HEALTH
INPATIENT OCCUPANCY

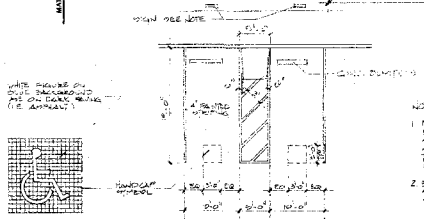
DRAWN: B.H.	SHEET NUMBER
CHECKED:	
DATE: 3-18-2009	
SCALE: NA	
PROJ. NO.:	A-111.1
W.O. NO.:	
PG. NO.: 1 OF 1	

PROJECT REQUESTOR:
DEPARTMENT:

SHEET TITLE: IN718 - INDIO MENTAL HEALTH OCCUPANCY







NOTES

1. PROVIDE A REFLECTORIZED SIGN AT EACH HANDICAPPED PARKING STALL DISPLAYING THE INTERNATIONAL SYMBOL OF ACCESSIBILITY TO THE LEFT WIN MOUNT SIGN TO PROVIDE 80 INCHES FROM BOTTOM OF SIGN TO FINISH PARKING STALL GRADE (MOUNT SIGN 36 INCHES ABOVE GRADE IF WALL MOUNTED)
2. BLUE COLOR FOR MARKING HANDICAPPED PARKING SHALL BE EQUAL COLOR NO. 15090 FEDERAL STANDARD NO. 595A

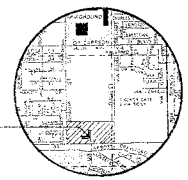


EXHIBIT "A"

ROBERT H. RICCIARDI
A. I. A. & ASSOCIATES

ROBERT H. RICCIARDI A.I.A.

75-090 ST. CHARLES PLACE
PALM DESERT CALIFORNIA 92260
TELEPHONE 619 346-2223

PARKING PROVIDED:
(EXISTING)

LOT A (PUBLIC PARKING)	= 193 CARS
LOT B (PUBLIC PARKING)	= 90 CARS
LOT C (COUNTY VEHICLE PARKING)	= 58 CARS

TOTAL PUBLIC PARKING= 283 CARS

UTILITY PURVEYORS:

ELECTRIC	IMPERIAL IRRIGATION DISTRICT	(619) 396-5611
GAS	SOUTHERN CALIFORNIA GAS COMPANY	(619) 682-8377
WATER	VALLEY SANITARY DISTRICT	(619) 347-0356
WATER	CITY OF INDIO	(619) 342-8530
PHONE	GENERAL TELEPHONE COMPANY	(619) 682-8721
TRASH	TRASCO DISPOSAL	(619) 343-3525

NO	DATE	REVISIONS
		ADDED TRANSITION "A" EQUIPMENT

PROJECT
COUNTY OF RIVERSIDE INDIO HEALTH CENTER
M.H.T.F. INPATIENT
INDIO, CALIF. PROJECT NO. 50144

BUILDING
M.H.T.F. INPATIENT

TITLE
SITE PLAN

DATE

DRN. BY GABRIEL

SCALE 1"=40'-0"

APPROVED

REGISTERED PROFESSIONAL ROBERT H. RICCIARDI NO. C 3928 EXP. 6/30/93 STATE OF CALIFORNIA

SHEET NO. A1.1

OF 24

626

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

FROM: Economic Development Agency

SUBMITTAL DATE:
October 15, 2009

SUBJECT: First Amendment to Loan Agreement for the Use of Neighborhood Stabilization Program Funds with Habitat for Humanity Inland Valley

RECOMMENDED MOTION: That the Board of Supervisors:
1. Approve the First Amendment to Loan Agreement for the Use of Neighborhood Stabilization Program ("NSP") Funds between the County of Riverside and Habitat for Humanity Inland Valley ("First Amendment");
2. Authorize the Chairman of the Board of Supervisors to execute said First Amendment (attached); and
3. Authorize the Assistant County Executive Officer/EDA or designee to take all necessary steps to implement the First Amendment including, but not limited to, signing subsequent necessary and relevant documents.

BACKGROUND (Commences on Page 2)

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	**Current F.Y. Total Cost:**	$ 0	**In Current Year Budget:**	Yes
	Current F.Y. Net County Cost:	$ 0	**Budget Adjustment:**	No
	Annual Net County Cost:	$ 0	**For Fiscal Year:**	2009/2010

COMPANION ITEM ON BOARD OF DIRECTORS AGENDA: No

SOURCE OF FUNDS: Neighborhood Stabilization Program Funds

Positions To Be Deleted Per A-30 ☐

Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION: APPROVE

BY: Jennifer L. Sargent

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
BY: MICHELLE CLACK DATE 10/19/09

Departmental Concurrence

Dep't Recomm.: ☐ Consent ☒ Policy
Per Exec. Ofc.: ☐ Consent ☑ Policy

Prev. Agn. Ref.: Item 3.25 of 7/14/2009 | **District:** 1, 3 and 5 | **Agenda Number:** 3.25

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

AEF 001a 11
Form 11 (Rev 08/2003)

BACKGROUND:
On July 14, 2009, the Board of Supervisors approved a Loan Agreement for the use of NSP Funds with Habitat for Humanity Riverside, Inc. ("Habitat"), a nonprofit public benefit corporation, in the amount up to $1,717,000 for financing of acquisition, rehabilitation and disposition of approximately ten single-family homes to qualified very low-income (VLI) first-time homebuyers within designated NSP Target Areas in the cities of Lake Elsinore, Temecula, and Perris (the "NSP Loan Agreement") as defined in the County of Riverside Substantial Amendment to the 2008-2009 One-Year Action Plan.

Habitat is having difficulties locating eligible properties built after 1978 within the Target Areas of the cities of Lake Elsinore, Temecula, and Perris.

Habitat is requesting to amend the NSP Loan Agreement from requiring "homes must be built after 1978" and modify to "homes must not be older than 50 years and must not be listed on, or eligible for listing on, the National Register of Historic Places" as provided in the Substantial Amendment to the 2009-2010 One-Year Action Plan. Habitat is also requesting to amend the NSP Loan Agreement to expand Habitat's work area and include additional NSP Target Areas that are located within the cities of Murrieta and Menifee. All other provisions of the NSP Loan Agreement will remain unchanged.

County Counsel has reviewed and approved as to form the attached First Amendment to Loan Agreement for the Use of Neighborhood Stabilization Program Funds. Staff recommends that the Board approved the First Amendment to Loan Agreement for the Use of Neighborhood Stabilization Program Funds.

NO FEE FOR RECORDING PURSUANT TO GOVERNMENT CODE 6103

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

County of Riverside
Economic Development Agency
1325 Spruce Street, Suite 400
Riverside, CA 92501
Attn: Mervyn Manalo

SPACE ABOVE THIS LINE FOR RECORDERS USE

FIRST AMENDMENT TO LOAN AGREEMENT FOR THE USE OF NEIGHBORHOOD STABILIZATION PROGRAM FUNDS

This First Amendment to Loan Agreement for the Use of Neighborhood Stabilization Program Funds ("First Amendment") is made and entered into as of the _____ day of _____, 2009, by and between the COUNTY OF RIVERSIDE ("COUNTY") and HABITAT FOR HUMANITY INLAND VALLEY, INC. ("HABITAT"), a California nonprofit public benefit corporation.

W I T N E S S E T H:

WHEREAS, COUNTY and HABITAT entered into Loan Agreement for the Use of Neighborhood Stabilization Program Funds ("NSP Loan Agreement") on July 14, 2009; and

WHEREAS, under the terms and conditions of the NSP Loan Agreement, COUNTY agreed to lend up to One Million Seven Hundred Seventeen Thousand Dollars ($1,717,000) of NSP funds to HABITAT for individual financing of acquisition, rehabilitation and disposition of approximately ten (10) single-family homes to qualified very low-income (VLI) first-time homebuyers in the County of Riverside (the "Project") which is further described in Exhibit A of the NSP Loan Agreement; and

WHEREAS, eligible properties and target areas are defined in Exhibit A of the NSP Loan Agreement; and

WHEREAS, pursuant to the definition of eligible properties, homes must be built after 1978; and

WHEREAS, pursuant to the NSP Loan Agreement, eligible properties or assisted units must reside inside areas of greatest need within the designated Target Areas of the County of

Riverside as defined in the County's 2008-2009 One Year Action Plan. The eligible properties for the Project must lie within the Target Areas of the cities of Lake Elsinore, Temecula, and Perris; and

WHEREAS, HABITAT is having difficulties locating eligible properties built after 1978 within the Target Areas of the cities of Lake Elsinore, Temecula, and Perris; and

WHEREAS, the COUNTY'S Substantial Amendment to the 2009-2010 One-Year Action Plan provides that properties must not be older than 50 years and must not be listed on, or eligible for listing on, the National Register of Historic Places; and

WHEREAS, HABITAT has requested to amend the NSP Loan Agreement to allow HABITAT to acquire homes not older than 50 years and must not be listed on, or eligible for listing on, the National Register of Historic Places; and

WHEREAS, amending NSP loan agreement will assist the COUNTY to fulfill its requirements under Neighborhood Stabilization Program; and

WHEREAS, HABITAT has also requested to expand HABITAT's work area and include more Target Areas that are located within the cities of Murrieta and Menifee; and

WHEREAS, COUNTY and HABITAT agree to amend the NSP Loan Agreement from requiring "homes must be built after 1978" to "homes must not be older than 50 years and must not be listed on, or eligible for listing on, the National Register of Historic Places;" and

WHEREAS, COUNTY and HABITAT also agree to amend the NSP Loan Agreement from requiring "the Project must lie within the Target Areas of the cities of Lake Elsinore, Temecula, and Perris" to "the Project must lie within the Target Areas of the cities of Lake Elsinore, Temecula, Perris, Murrieta and Menifee."

NOW, THEREFORE, in consideration of the foregoing, and the promises and mutual covenants and conditions hereinafter set forth, COUNTY and HABITAT do hereby agree as follows:

1. The NSP Loan Agreement shall be amended from requiring "homes must be built after 1978" to "homes must not be older than 50 years and must not be listed on, or eligible for listing on, the National Register of Historic Places."

2. The NSP Loan Agreement shall be amended from requiring "the Project must lie within the Target Areas of the cities of Lake Elsinore, Temecula, and Perris" to "the Project must lie within the Target Areas of the cities of Lake Elsinore, Temecula, Perris, Murrieta and Menifee."
3. All other terms and conditions of the NSP Loan Agreement remain unmodified and in full force and effect.
4. This First Amendment may be signed by the different parties hereto in counterparts, each of which shall be an original, but all of which together shall constitute one and the same agreement.
5. The First Amendment is not binding until approved by the Board of Supervisors.

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IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the date first written above.

COUNTY OF RIVERSIDE

By:_____
JEFF STONE
Chairman, Board of Supervisors

HABITAT FOR HUMANITY INLAND VALLEY, INC.
a California nonprofit benefit corporation

By: _____
TAMMY MARINE
Executive Director

APPROVED AS TO FORM:
PAMELA J. WALLS
County Counsel

By: _____ 10/14/09
Deputy Michelle Clack

ATTEST:
KECIA HARPER-IHEM
Clerk of the Board

By:_____
Deputy

(All signatures on this page need to be notarized)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF CALIFORNIA }

COUNTY OF _____ }

On _____, before me, _____

Date Here Insert Name and Title of the Officer

personally appeared _____

Name(s) of Signer(s)

_____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

Place Notary Seal Above Signature of Notary Public

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF CALIFORNIA }

COUNTY OF _____ }

On _____, before me, _____

Date Here Insert Name and Title of the Officer

personally appeared _____

Name(s) of Signer(s)

_____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

Place Notary Seal Above Signature of Notary Public

627

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

FROM: Economic Development Agency

SUBMITTAL DATE:
October 15, 2009

SUBJECT: First Amendment to Loan Agreement for the Use of Neighborhood Stabilization Program Funds with Habitat for Humanity Riverside

RECOMMENDED MOTION: That the Board of Supervisors:
1. Approve the First Amendment to Loan Agreement for the Use of Neighborhood Stabilization Program ("NSP") Funds between the County of Riverside and Habitat for Humanity Riverside ("First Amendment");
2. Authorize the Chairman of the Board of Supervisors to execute said First Amendment (attached); and
3. Authorize the Assistant County Executive Officer/EDA or designee to take all necessary steps to implement the First Amendment including, but not limited to, signing subsequent necessary and relevant documents.

BACKGROUND (Commences on Page 2)

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	**Current F.Y. Total Cost:**	$ 0	**In Current Year Budget:**	Yes
	Current F.Y. Net County Cost:	$ 0	**Budget Adjustment:**	No
	Annual Net County Cost:	$ 0	**For Fiscal Year:**	2009/2010

COMPANION ITEM ON BOARD OF DIRECTORS AGENDA: No

SOURCE OF FUNDS: Neighborhood Stabilization Program Funds

Positions To Be Deleted Per A-30 ☐

Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION:

APPROVE

BY: Jennifer Sargent

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
BY: MICHELLE CLACK DATE

Departmental Concurrence

Dep't Recomm.: ☐ Consent ☒ Policy

Per Exec. Ofc.: ☐ Consent ☑ Policy

Prev. Agn. Ref.: Item 3.20 of 7/14/2009 | **District:** 2nd | **Agenda Number:** 3.26

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

AEFD-001a-F11
Form 11 (Rev 06/2003)

BACKGROUND:
On July 14, 2009, the Board of Supervisors approved a Loan Agreement for the use of NSP Funds with Habitat for Humanity Riverside, Inc. ("HFHR"), a nonprofit public benefit corporation, in the amount up to $1,915,000 for financing of acquisition, rehabilitation and disposition of approximately eleven (11) single-family homes to qualified very low-income (VLI) first-time homebuyers within designated target areas in the community of Rubidoux in the County of Riverside (the "NSP Loan Agreement").

HFHR is requesting to amend the NSP Loan Agreement from requiring "homes must be built after 1978" and modify to "homes must not be older than 50 years and must not be listed on, or eligible for listing on, the National Register of Historic Places" as provided in the Substantial Amendment to the 2009-2010 One-Year Action Plan. All other provisions of the NSP Loan Agreement will remain unchanged.

County Counsel has reviewed and approved as to form the attached First Amendment to Loan Agreement for the Use of Neighborhood Stabilization Program Funds. Staff recommends that the Board approved the First Amendment to Loan Agreement for the Use of Neighborhood Stabilization Program Funds.

NO FEE FOR RECORDING PURSUANT TO GOVERNMENT CODE 6103

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

County of Riverside
Economic Development Agency
1325 Spruce Street, Suite 400
Riverside, CA 92501
Attn: Mervyn Manalo

SPACE ABOVE THIS LINE FOR RECORDERS USE

FIRST AMENDMENT TO LOAN AGREEMENT FOR THE USE OF NEIGHBORHOOD STABILIZATION PROGRAM FUNDS

This First Amendment to Loan Agreement for the Use of Neighborhood Stabilization Program Funds ("First Amendment") is made and entered into as of the _____ day of _____, 2009, by and between the COUNTY OF RIVERSIDE ("COUNTY") and HABITAT FOR HUMANITY RIVERSIDE, INC. ("HFHR"), a California nonprofit public benefit corporation.

W I T N E S S E T H:

WHEREAS, COUNTY and HFHR entered into Loan Agreement for the Use of Neighborhood Stabilization Program Funds ("NSP Loan Agreement") on July 14, 2009; and

WHEREAS, under the terms and conditions of the NSP Loan Agreement, COUNTY agreed to lend up to One Million Nine Hundred Fifteen Thousand Dollars ($1,915,000) of NSP funds to HFHR for individual financing of acquisition, rehabilitation and disposition of approximately eleven (11) single-family homes to qualified very low-income (VLI) first-time homebuyers in the County of Riverside (the "Project") which is further described in Exhibit A of the NSP Loan Agreement; and

WHEREAS, eligible properties and target areas are defined in Exhibit A of the NSP Loan Agreement; and

WHEREAS, pursuant to the definition of eligible properties, homes must be built after 1978; and

WHEREAS, HFHR is unable to find eligible properties built after 1978 within the target areas of the community Rubidoux; and

WHEREAS, the COUNTY'S Substantial Amendment to the 2009-2010 One-Year Action Plan provides that properties must not be older than 50 years and must not be listed on, or eligible for listing on, the National Register of Historic Places; and

WHEREAS, HFHR has requested to amend the NSP Loan Agreement to allow HFHR to acquire homes pre-1978, but not older than 50 years and must not be listed on, or eligible for listing on, the National Register of Historic Places; and

WHEREAS, amending the NSP loan agreement will assist the COUNTY to fulfill its requirements under the Neighborhood Stabilization Program; and

WHEREAS, COUNTY and HFHR agree to amend the NSP Loan Agreement from requiring "homes must be built after 1978" to "homes must not be older than 50 years and must not be listed on, or eligible for listing on, the National Register of Historic Places."

NOW, THEREFORE, in consideration of the foregoing, and the promises and mutual covenants and conditions hereinafter set forth, COUNTY and HFHR do hereby agree as follows:

1. The NSP Loan Agreement shall be amended from requiring "homes must be built after 1978" to "homes must not be older than 50 years and must not be listed on, or eligible for listing on, the National Register of Historic Places."
2. All other terms and conditions of the NSP Loan Agreement remain unmodified and in full force and effect.
3. This First Amendment may be signed by the different parties hereto in counterparts, each of which shall be an original, but all of which together shall constitute one and the same agreement.
4. The First Amendment is not binding until approved by the Board of Supervisors.

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IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the date first written above.

COUNTY OF RIVERSIDE

By:_____
JEFF STONE
Chairman, Board of Supervisors

HABITAT FOR HUMANITY RIVERSIDE, INC.
a California nonprofit benefit corporation

By: _____
JOHN C. TERELL
Board President

APPROVED AS TO FORM:
PAMELA J. WALLS
County Counsel

By: _____
Deputy Michelle Clack 10/14/09

ATTEST:
KECIA HARPER-IHEM
Clerk of the Board

By:_____
Deputy

(All signatures on this page need to be notarized)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF CALIFORNIA }

COUNTY OF _____ }

On _____, before me, _____

Date Here Insert Name and Title of the Officer

personally appeared _____

Name(s) of Signer(s)

_____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

Place Notary Seal Above Signature of Notary Public

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF CALIFORNIA }
COUNTY OF _____ }

On _____, before me, _____
Date Here Insert Name and Title of the Officer

personally appeared _____
Name(s) of Signer(s)

_____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal Above

FORM APPROVED COUNTY COUNSEL
BY: MARSHA L. VICTOR DATE 10/13/09

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

618

FROM: Economic Development Agency

SUBMITTAL DATE: September 21, 2009

SUBJECT: Professional Services Agreement for Energy Efficiency & Conservation Block Grant

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and execute the attached Professional Services Agreement with HDR Architecture, Inc., not to exceed $50,000; and
2. Authorize the undersigned Assistant County Executive Officer/EDA, or his designee, to administer all actions to complete this transaction.

BACKGROUND: (Commences on Page 2)

Robert Field
Assistant County Executive Officer EDA

FINANCIAL DATA	**Current F.Y. Total Cost:**	$ 50,000	**In Current Year Budget:**	N/A
	Current F.Y. Net County Cost:	$ 0	**Budget Adjustment:**	N/A
	Annual Net County Cost:	$ 0	**For Fiscal Year:**	09/10

SOURCE OF FUNDS: Energy Efficiency & Conservation Block Grant Funds (100%)

Positions To Be Deleted Per A-30 ☐

Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION: APPROVE

County Executive Office Signature By: Jennifer L. Sargent

Purchasing: Mark Seiler, Assistant Director — Departmental Concurrence

☑ Policy ☐ Consent — Dep't Recomm.:

☐ Policy ☐ Consent — Per Exec. Ofc.:

Prev. Agn. Ref.: 3.36, 6/2/09 | **District:** All | **Agenda Number:** 3.27

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

BACKGROUND:

On June 2, 2009, the Board authorized the Economic Development Agency to apply for, receive and distribute funding from the Energy Efficiency & Conservation Block Grant Program (EECBC) to eligible parties for eligible activities. On June 18, 2009, EDA submitted its initial application for EECBG funding to the Department of Energy (DOE).

The initial funding request was for $50,000 to complete the Energy Efficiency and Conservation Strategy document (EECS) that is a program prerequisite for receiving funding for energy efficiency projects. On August 4, 2009, the DOE approved the initial application and awarded the County $50,000 for this purpose.

According to the grant requirements, the County has 120 days from August 4, 2009 to complete the strategy document and submit it to DOE, along with a proposed project roster, proposal justifications and budget estimates. To facilitate adherence to the resulting deadline of December 2, 2009, EDA seeks to hire the pre-qualified architectural firm, HDR, Inc., to assist staff in completing the required energy strategy document. HDR already has experience in performing this type of work for other counties and is able to adhere to the DOE deadlines in completing this work. The budget for this grant activity approved by DOE is $50,000. HDR has submitted a proposal to complete the work for $42,334. Per County procedures for awarding work to pre-qualified firms, EDA is requesting that the Board approve the professional services agreement with HDR, not to exceed $50,000.

FINANCIAL DATA:

All costs associated with this agreement are fully funded through the Energy Efficiency & Conservation Block Grant from the Department of Energy. Thus, there is no impact to the General Fund and no additional net county cost will be incurred as a result of this transaction.

PROFESSIONAL SERVICE AGREEMENT

for

ENERGY EFFICIENCY & CONSERVATION BLOCK GRANT PROGRAM

between

COUNTY OF RIVERSIDE

and

HDR ENGINEERING, INC.

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This Agreement, made and entered into this ____day of _____, 2009, by and between HDR--ENGINEERING, INC. (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, consisting of 18 pages at the prices stated in Exhibit B, Payment Provisions, consisting of 1 page.

1.2 CONTRACTOR represents that it has the skills, experience and knowledge necessary to fully and adequately perform under this Agreement, and the COUNTY relies upon this representation. CONTRACTOR shall perform in conformance to and consistent with the customary standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services outside of the Agreement.

1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

2.1 This Agreement shall be effective upon signature of this Agreement by both parties and continue in effect through JANUARY 31, 2010. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed $50,000 including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically

stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses beyond those identified in Exhibits A and B related to this Agreement.

3.2 No price increases will be permitted during the first year of this Agreement All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County area's consulting services and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the completion of work, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

COUNTY OF RIVERSIDE
ECONOMIC DEVELOPMENT AGENCY/FACILITIES MANAGEMENT
3133 MISSION INN AVE.
RIVERSIDE, CA 92507

a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number; quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
b) Invoices shall be rendered monthly in arrears.

c) In accordance with California Government Code Section 926.10, COUNTY is not allowed to pay excess interest and late charges.

3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated and have no further force and effect.

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee are the only authorized COUNTY representatives who may at any time, by written order, make alterations to this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. Termination

5.1. COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2 COUNTY may, upon five (5) days written notice, terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress so as to endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.3 After receipt of the notice of termination, CONTRACTOR shall:

(a) Stop all work under this Agreement on the date specified in the notice of termination; and

(b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

5.4 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement and at the rates set forth in Exhibit B.

5.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.6 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

6. Ownership/Use of Materials and Documents

The CONTRACTOR agrees that all materials, reports or documentsin any form, including electronic, created by CONTRACTOR pursuant to this Agreement shall be the sole property of the COUNTY; and may be used by the COUNTY for any purpose COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports or products without prior written authorization of the COUNTY. Any reuse or

modification of such material or documents by the COUNTY for purposes other than those intended by the CONTRACTOR under this agreement shall be at the COUNTY's sole risk and without liability to the CONTRACTOR.

7. Conduct of Contractor

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

8. Inspection of Service; Quality Control/Assurance

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed by CONTRACTOR are not in conformance with the Standard of Care hereunder or other terms of this agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services in conformance with the Standard of Care and terms of the Agreement at no additional cost to the COUNTY. When the services to be

performed are of such nature that the difference cannot be corrected, the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed.. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to provide proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess or evaluate CONTRACTOR's performance under this Agreement at any time upon reasonable notice to CONTRACTOR.

9. Independent Contractor

The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

10. Subcontract for Work or Services

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

11. Disputes

11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement which is not resolved by the parties shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

12. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

13. Use By Other Political Entities

The CONTRACTOR agrees to extend the same pricing, terms and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity in Riverside County. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

14. Non-Discrimination

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

15. Records and Documents

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's time based and reimbursable expense costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

16. Confidentiality

16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data

which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement. Confidential Information shall not include any information that is in the public domain.

16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY except when such information is required to be disclosed by court order or by law.. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

17. Administration/Contract Liaison

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

18. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE	**CONTRACTOR**
ECONOMIC DEVELOPMENT AGENCY **FACILITIES MANAGMENT**	**HDR--ENGINEERING, INC.** **2280 MARKET STREET**
3133 MISSION INN AVE.	**SUITE 100**
RIVERSIDE, CA 92507	**RIVERSIDE, CA 92501**

19. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21. Hold Harmless/Indemnification

21.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability, claim, damage or action whatsoever, to the extent caused by the negligent act or omission, recklessness or willful misconduct of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death. CONTRACTOR shall

defend, at its sole cost and expense, including but not limited to reasonable attorney fees, cost of investigation, defense and settlements or awards, the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any such action or claim. With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR's indemnification of COUNTY. CONTRACTOR's obligations hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal (or similar document) relieving the COUNTY from any liability for the action or claim involved. The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR's obligations to indemnify and hold harmless the COUNTY.

21.2 In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code Section 2782. Such interpretation shall not relieve the CONTRACTOR from indemnifying the COUNTY to the fullest extent allowed by law.

22. Insurance

Without limiting or diminishing the CONTRACTOR's obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Agreement:

22.1 Workers' Compensation

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR 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. The policy shall be endorsed to waive subrogation in favor of the County of Riverside, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

22.2 Commercial General Liability

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name all Agencies, Districts, Special Districts, and Departments of the COUNTY of Riverside, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds. Policy's limit of liability shall not be 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.

22.3 Vehicle Liability

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CONTRACTOR 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 all Agencies, Districts, Special Districts, and Departments of the COUNTY of Riverside, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

22.4 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 A: VIII (A:8) unless such requirements are waived, in writing, by the COUNTY Risk Manager. If the COUNTY'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 CONTRACTOR must declare its insurance self-insured retentions. If such self-insured retentions exceed $500,000 per occurrence such retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self insured retention unacceptable to the COUNTY, and at the election of the Country's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

c) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the COUNTY of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, or 2) if requestedshowing 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 thirty (30) days written notice shall be given to the COUNTY of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the COUNTY of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. ***CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements or policies of insurance including all endorsements and any and all other attachments as required in this Section. 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.***

d) It is understood and agreed to by the parties hereto and the insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

e) The COUNTY'S Reserved Rights--Insurance. 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 (such

as the use of aircraft or watercraft) the COUNTY reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverage's currently required herein, if; in the COUNTY Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

f) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

g) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

23. General

23.1 Neither party shall delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of the other party. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

23.2 Any waiver by COUNTY 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 of this Agreement. Failure on the part of COUNTY to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

23.3 In the event the CONTRACTOR receives payment under this Agreement which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

23.4 CONTRACTOR shall not provide partial delivery or shipment of services unless specifically stated in the Agreement.

23.5 CONTRACTOR shall not provide any services subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR represents that it has good title to all materials used by

CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims or encumbrances.

23.6 Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

23.7 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information and personnel.

23.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

23.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes or regulations which apply to performance under this Agreement.

23.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

23.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in 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 without being impaired or invalidated in any way.

23.12 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

COUNTY:

Approved as to Form:

By: MV 10/13/09
Marsha Victor
Deputy County Counsel

BOARD OF SUPERVISORS

Chairman, Board of Supervisors

ATTEST:
Nancy Romero
Clerk of the Board
By:

CONTRACTOR:

HDR--ENGINEERING, INC.

2280 MARKET STREET
SUITE 100
RIVERSIDE, CA 92501

Signature:
PrintName: Richard Coles
Title: Vice President
Dated: 10.8.09

EXHIBIT A
SCOPE OF SERVICE

SEE ATTACHED PROPOSAL (18 PAGES)

HDR

HDR ONE COMPANY | *Many Solutions*
3230 El Camino Real | Suite 200
Irvine, California 98004



PROPOSAL

Riverside County

Energy Efficiency & Conservation Strategy

TAILORED SOLUTIONS TO EFFECTIVELY UTILIZE
FUNDING FROM THE ENERGY EFFICIENCY AND
CONSERVATION BLOCK GRANT (EECBG) PROGRAM

08.12.2009

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HDR | ONE COMPANY | *Many Solutions*

August 13, 2009

Ms. Janet Purchase, Energy Manager
County of Riverside
Economic Development Agency, Facilities Management
3133 Mission Inn Avenue
Riverside, CA 92507

Dear Ms. Purchase:

HDR would like to thank you for the opportunity to provide an updated proposal for the Energy Efficiency Conservation Block Grant Strategy. This proposal worked within your budget and time constraint. The proposal includes the four tasks outlined in the attached scope of work that will complete the strategy in 60-days from notice to proceed, which is estimated during the week of September 1st. The proposal provides a final Strategy in November for Riverside County's submission to the U.S. Department of Energy by December 2nd. The Strategy scope is based on your attached Draft EECBG Project List and the County's provision of project cost and energy saving data, but we have provided some flexibility to address some adjustments and data development.

Our proposed fixed-fee for this service is $42,334.

In addition, provided for your consideration, is a completely optional Task 5 that could indentify additional energy and cost savings for Riverside County, and potential funding sources. This optional task is $7,304 if approved concurrently with the proposal.

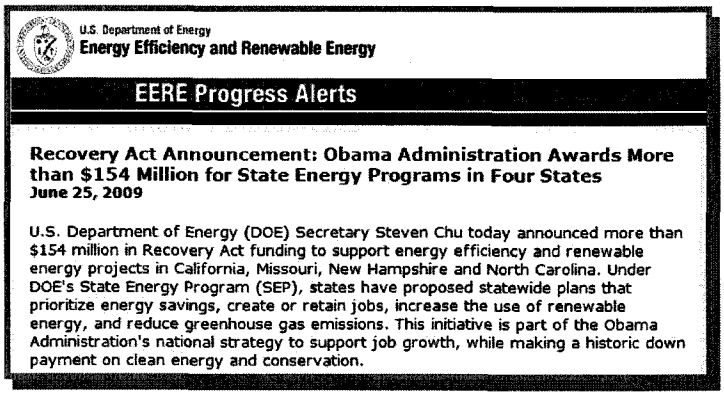
Thank you again for selecting HDR for the EECBG Workshop project. I hope you find the updated attached proposal to address your EECBG Strategy needs addresses your quality, timing, and cost requirements. Again, thank you for this opportunity. If you any questions, please contact me at 858-712-8304.

Sincerely,

HDR Engineering, Inc.

Lance Schulte, AICP
Project Manager

HDR is a global leader of integrated multidisciplinary design, with nearly 8,000 employee-owners in more than 165 offices worldwide. Our success is a product of a commitment to three key strategies: *forward thinking, design excellence, and superior client service.*



U.S. Department of Energy
Energy Efficiency and Renewable Energy

EERE Progress Alerts

Recovery Act Announcement: Obama Administration Awards More than $154 Million for State Energy Programs in Four States
June 25, 2009

U.S. Department of Energy (DOE) Secretary Steven Chu today announced more than $154 million in Recovery Act funding to support energy efficiency and renewable energy projects in California, Missouri, New Hampshire and North Carolina. Under DOE's State Energy Program (SEP), states have proposed statewide plans that prioritize energy savings, create or retain jobs, increase the use of renewable energy, and reduce greenhouse gas emissions. This initiative is part of the Obama Administration's national strategy to support job growth, while making a historic down payment on clean energy and conservation.

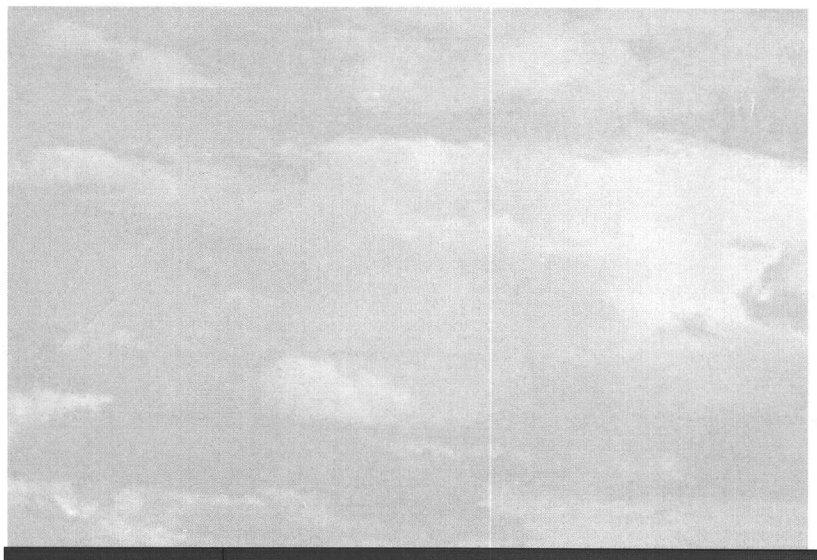
Visionary thinking is clearly illustrated in HDR's early adoption of sustainability practices; embracing responsibilities as both a professional firm and as a good corporate citizen. *Providing clients with high performance solutions that are good for their businesses, good for their communities, and good for the planet are always top priorities. It's how HDR designs the future.*

Unique among our major competitors, our operating philosophy is to be an expertise-driven national firm which delivers tailored solutions through a strong local presence. HDR has extensive experience working with cities, counties, and regional government agencies in California, and our project team has many years of experience developing and implementing energy programs and regional plans within local governments. As an integrated firm, HDR provides a total spectrum of services for our many agency clients. Our staff represents hundreds of disciplines. HDR is committed to your sustainability success. Experience in sustainability projects around the state helped to improve California's quality of life, the level of forward-thinking, and the future projects that are outcomes of successful, innovative plans and projects. These are the priorities that quide our work together to generate a successful energy strategies for the Cities of San Gabriel Valley

HDR will create a tailored solution to most effectively utilize the funding from the Energy Efficiency and Conservation Block Grant (EECBG) program to capitalize on other funding or future grant opportunities. The following subsections showcase the capabilities and experience of HDR by highlighting relevant projects, subdivided into major project elements:

- Writing federal grant applications
- Municipal energy management plan preparation
- LEED standards
- Greenhouse gas (GHG) emissions
- Sustainable return on investments
- Building commissioning
- Energy efficient products & services
- Energy audits
- Strategic planning
- Regional coordination & collaboration

The table on the next page demonstrates our recent experience. More detailed descriptions of key projects follow on page six.



CATEGORIES	PROJECT	Energy Management Planning (EMP)	EMP Implementation	Climate Action Planning (CAP)	CAP Implementation	Greenhouse Gas Inventory, Strategy, Reduction	Sustainability Plan Development	Sustainability Plan Implementation	Carbon Footprinting, Market Analysis, Carbon Credits	Sustainable Return On Investment (SROI)	Sustainable Business Plan & Risk Analysis	Energy Audits/Retrofits	Energy Efficiency	LEED Certification	Sustainable Building Design	Grant Application & Funding Assistance	Energy Efficiency Conservation Strategy (EECS)	Leverage and Public Private Partnership Development
		SUBCATEGORIES																
American Recovery and Reinvestment Act (ARRA)	**Citywide Environmental And Fiscal Stewardship Initiative,** *Meridan, Idaho*															X	X	
	AARA Funding Assistance *San Jose, California*															X	X	
Energy Efficiency and Conservation Block Grant(EECBG) Assistance	**EECBG Development (Phase I and II)** *Pima County, Arizona*															X	X	
	EECBG Application And Energy Efficiency Conservation Strategy, *City Of Cedar Hill, Texas*															X	X	
	Sustainable Community Visioning And EECBG Program Management, *McKinney, Texas*						X									X		
Energy Efficiency and Conservation Strategy (EECS) Development	**EECBG Application And EECS Development** *Corpus Christi, Texas*															X	X	
	EECBG Assistance And Community Sustainability Plan, *Denton, Texas*						X									X		
	Climate Action Planning, *City of Hayward, California*			X		X												
	Climate Action Planning,, City of *San Francisco, California*			X		X							X					
	Greenhouse Gas Emissions and Sustainable Business Practices Assessment, *Packard Foundation*					X	X			X	X							
	Greenhouse Gas Inventory Preparation And Strategy, Norcal Waste Systems, *San Francisco, California*					X			X									
	Greenhouse Gas Evaluation of Investments Option, *Salinas Valley, California*			X		X												
	Electrical Energy Management Plan *University of Washington*	X										X	X			X		
Energy Efficiency	**Energy Analysis for CAP**, *San Francisco, California*	X				X							X					
Energy Conservation	**20-year Energy Plan,** *City of Irvine, California*	X				X			X				X					
Energy Planning	**Association of Bay Area Governments - Local Government Energy Partnership,** *San Francisco, California*	X	X									X						
	Large Scale Retrofit Program *City and County of San Francisco, California*	X								X		X			X			
	Western Governors Association - Evaluation of Energy Savings Potential in the U.S. - Mexico Border Region	X								X			X					
	Carbon Fund Development, *San Francisco, California*						X		X		X							
	Carbon Technical Advisors for New York/New Jersey Port Authority, *New York, NY*								X									
	Carbon Footprinting and Life Cycle Analysis of the Structural Steel Industry, American Institute of Steel Construction, *Chicago, Illinois*								X									
	Carbon Credits Business Case , Enbridge Solutions, *Toronto, Canada*								X	X	X	X	X					
Federal Agencies	**U.S. EPA Integrated Environmental Strategies Program,** *Latin America*					X				X	X		X					
	Marine Corps Air Station Sustainable Installation Plan, *Iwakuni, Japan*					X	X						X	X				
	Department of Energy, Metrics and Leverage Guidance *(in negotiations)*																	
	Department of Defense, Sustainable Community Rating System																	
SROI, Cost Benefit Analysis, Risk Analysis	**LCCA/SROI at Fort Belvior Community Hospital,** *Fort Belvior, Virginia*	X								X	X							
	Cost Benefit Analysis for the Tehachapi Trade Corridor, *BNSF Railway*									X	X							
	Cost Benefit Analysis of LEED-EB at Johns Hopkins University, *Baltimore, Maryland*									X	X							
	Enbridge Electricity and Gas, *Toronto, Canada*								X		X							
	McKinney LEED Building, *McKinney, Texas*	X								X	X	X		X	X	X		
Public Private Partnership Development and Leverage	**Stop Wise Business Partnership, Stopwaste.org,** *Alameda County, California*																	X
	Moynihan Station Development Project, *New York, NY*																	X
	Administration Building Redevelopment, *Fort Lauderdale, Florida*																	X
	EECBG Venture Capital Strategy *Volusia County, Florida*	X				X	X	X	X	X			X			X	X	X

Relevant Project Experience

▸ ARRA, EECBG, EECS Assistance And Development

SAN JOSE ARRA APPLICATION AND FUNDING ASSISTANCE

San Jose, California

HDR is assisting the City of San Jose to quickly develop a strategy to secure funding for two waste management projects using American Recovery and Reinvestment Act of 2009 (Stimulus) funding sources. HDR will be leading two charettes – one workshop for each project – in which key city staff will come together to clearly define the projects, identify best-suited Stimulus funding opportunities, and develop strategy for pursuing funding. It is likely that San Jose will be pursuing Stimulus funding that will be distributed based on a competitive bidding process, so part of the charette will be focused on what San Jose's should be doing today to make ensure its projects will perform well in a competitive selection process.

PIMA COUNTY EECBG DEVELOPMENT (PHASES I AND II)

Pima County, Arizona

HDR was retained by Pima County to assist in the development of the County's EECBG Program. Phase I of the project included: identification of the information, procedures, and forms required to submit the EECBG formula grant application to receive approximately $4 million in federal funding; collection, organization, and analysis of data necessary to support the Grant application; facilitation of the development, prioritization, and management of the various County projects to be conducted with the EECBG funding; and creation and submittal of the EECBG application materials. Phase II of the project will be conducted with a portion of the initial EECBG funding stream and includes the development of Pima County's comprehensive EECS.

CITYWIDE ENVIRONMENTAL AND FISCAL STEWARDSHIP INITIATIVE

Meridian, Idaho

This project will assess the more efficient use of fiscal and physical resources related to the provision of city services and operation and maintenance of facilities. Energy conservation strategies, renewable energy programs and a comprehensive approach to reduce local carbon emissions will be developed. HDR will also develop an outline of an Energy Efficiency and Conservation (EEC) Strategy and an Energy Consumption Baseline to be submitted to the Department of Energy (DOE) to assist the City in obtaining grant funding from the Energy Efficiency and Conservation Block Grant.

CITY OF CEDAR HILL EECBG APPLICATION AND ENERGY EFFICIENCY CONSERVATION STRATEGY

Cedar Hill, Texas

HDR was retained by the City of Cedar Hill to assist in the development of the City's EECBG Program. The first part of the project included the identification of information, procedures, and forms required to submit the EECBG formula grant application to receive approximately $176,000 in federal funding and the creation and submittal of the EECBG application materials. Once the application has been approved by the Department of Energy (DOE), HDR will assist the City with the development of their comprehensive Energy Efficiency and Conservation Strategy (EECS) that will satisfy the DOE's requirements to receive the EECBG funding. The strategy will include identification and prioritization of several projects (already identified by the City) that will be submitted for consideration for the pending EECBG competitive grants. As part of this same contract, HDR will also assist the City with the preparation of a preliminary "City Center TOD" overlay district study, with the intent of identifying key project goals, metrics and implementation strategies which will be included in applications for additional project funding, such as the NCTCOG Sustainable Development program and the EECBG competitive grants.

CITY OF CORPUS CHRISTI EECBG APPLICATION AND EECS DEVELOPMENT

Corpus Christi, Texas

HDR was retained by the City of Corpus Christi to assist in the development of the City's EECBG Program. The first phase of the project included the identification of information, procedures, and forms required to submit the EECBG formula grant application to receive approximately $250,000 in federal funding and the creation and submittal of the EECBG application materials. Once the application has been approved by the Department of Energy (DOE), HDR will assist the City with the development of their comprehensive Energy Efficiency and Conservation

Strategy (EECS) that will provide the framework for decision making on the specific uses proposed for the additional grant money that is allocated to the City by the EECBG formula grants, describe the City's goals and objectives for energy management, demonstrate the City's priorities and how they match those of the EECBG program, and indicate how the applicant's goals are to be achieved and progress evaluated. One the of the primary projects the City anticipates funding with the remaining EECBG funds is the development of a Community Sustainability Plan, of which the EECS will become a part of. If the project is approved for funding by the DOE (which is anticipated), HDR will be leading this effort in 2010.

CITY OF DENTON EECBG ASSISTANCE AND COMMUNITY SUSTAINABILITY PLAN

Denton, Texas

HDR was retained by the City of Denton to assist with the EECBG application process, development of the City's Energy Efficiency and Conservation Strategy (EECS), and prepare a holistic, community sustainability plan. The project has been broken out into phases to allow the City to leverage funds from the EECBG program and several other funding sources. The initial phase involved researching available grants for specified projects the City wants to get done and assistance with data collection and preparation of forms required to submit grant applications, including the EECBG application. The second phase of the project involves preparation of the City's Energy Efficiency and Conservation Strategy (EECS), which will begin once the City receives approval of its application from the DOE. The final phase of the project is to conduct workshops, visioning efforts and SROI analysis for identified initiatives to develop a holistic community sustainability plan with prioritized initiatives, goals, metrics and projects.

▸ Energy Efficiency, Energy Conservation, Energy Planning

CITY OF HAYWARD CLIMATE ACTION PLAN

Hayward, CA

HDR was recently hired by the City of Hayward's to develop a Climate Action Plan which was developed in collaboration with Hayward's residents, business community, and city staff. The Plan aligns city's greenhouse gas emissions goals with California's goals and identifies over 50 specific and locally-appropriate actions to reduce emissions from the energy, transportation, and solid waste sectors. HDR helped Hayward prioritize actions based on four evaluation criteria: potential emissions reductions, cost to implement, ease of implementation, and time to full implementation. The Plan includes an implementation timeline based on the prioritized action list and some potential sources for long-term funding. The Draft Climate Action Plan was released for public review in February 2009 and is expected to be approved in July 2009. In collaboration with the residential and business communities that will identify current local greenhouse gas emissions, and will propose locally appropriate strategies that City government and the community can use to reduce those emissions.

CITY OF SAN FRANCISCO CLIMATE ACTION PLAN

City and County Of San Francisco

The goals for San Francisco's Climate Change Action Plan include accelerating and expanding existing energy programs in all areas – transportation, energy efficiency, renewable energy and solid waste; developing the institutional infrastructure to support new emissions-related programs; securing resources to support implementation; and setting up emissions tracking mechanisms and indicators to measure progress. HDR provided assistance in developing assumptions and modeling energy use savings from a range of proposed energy efficiency programs, researching energy usage and energy forecasts, and providing technical assistance in forecasting the City's greenhouse gas emissions. HDR also provided engineering estimates of potential energy savings for community energy efficiency measures to be recommended in the City's Climate Plan.

GREENHOUSE GAS EMISSIONS AND SUSTAINABILE BUSINESS PRACTICES ASSESSMENT FOR THE PACKARD FOUNDATION

SAN FRANCISCO, CA

HDR/BVA is assessing the Packard Foundation's operational greenhouse gas emissions and sustainable business practices, as a critical initial step toward establishing and implementing a plan to reduce emissions and enhance the foundation's operational sustainability. HDR/BVA is assessing every aspect of the foundation's business operations and will measure

and/or calculate the consumption of a variety of resources including energy, water, consumable products, solid waste and others. The foundation's larger objective is not only to understand the impact of its operations, but to reduce GHG emissions and enhance sustainability within its business practice. HDR/BVA is helping the foundation prioritize options to achieve emission reduction goals based on cost effectiveness, reduction potential, feasibility and compatibility with other organizational goals. HDR/BVA is also helping the foundation with goal setting and program design in order to adequately monitor and report progress.

GREENHOUSE GAS INVENTORY PREPARATION AND STRATEGY
NORCAL WASTE SYSTEMS, INC, SAN FRANCISCO, CA

HDR was retained to guide this waste management firm through the process of conducting its first greenhouse gas inventory and certifying the results with the CCAR. HDR's role is to develop a GHG management strategy including creating appropriate corporate metrics, seeking emissions reduction opportunities, and navigating emergent carbon markets.

GREENHOUSE GAS EVALUATION OF INVESTMENT OPTIONS
SALINAS VALLEY SOLID WASTE AUTHORITY, SALINAS, CA

HDR was retained to evaluate GHG emissions for several long-term solid waste management scenarios, including construction of a new landfill or utilization of two possible conversion technologies (waste-to-energy and autoclave), and five potential locations for disposal of residual waste. The analysis included a ranking of each scenario based on expected emissions. HDR is currently helping the Authority plan and implement the preparation of Climate Action Plans and progress monitoring programs for the Authority and its five cities and Monterey County members.

ELECTRICAL ENERGY MANAGEMENT PLAN FOR THE UNIVERSITY OF WASHINGTON
UNIVERSITY OF WASHINGTON

HDR/BVA developed a long-term electrical energy management plan for the University of Washington, a campus with more than 250 buildings. The plan recommends several strategies for lowering campus electrical use, including retrofits of existing buildings, upgrades to the central plant and utilities, incorporating energy-efficient design into new construction projects, improved operations and maintenance practices, and a campus energy awareness program. HDR/BVA identified the potential for $2 million in annual energy savings at the University through an investment of about $14 million over five years. The plan included a recommendation for establishing a campus energy management group. HDR/BVA also assisted the University to obtain $5 million in financial assistance from Seattle City Light.

ENERGY ANALYSIS FOR SAN FRANCISCO'S CLIMATE ACTION PLAN
SAN FRANCISCO, CA

In 2003, the City and County of San Francisco issued a Climate Action Plan that outlines specific steps that local government agencies, residents, and businesses should take to reduce San Francisco's annual carbon dioxide ("greenhouse gas") emissions by more than 2.5 million tons by 2012. HDR/BVA provided energy analysis in support of the City's Climate Change Plan. Assistance included helping develop emissions reductions actions, developing energy assumptions and modeling energy-use savings for a range of proposed city-wide energy efficiency programs, researching energy usage and energy forecasts, and providing technical assistance in forecasting the City's GHG emissions. HDR/BVA provided GHG emissions forecasts and analysis of potential emissions savings for energy actions. The plan identified energy efficiency action categories that would reduce CO2 emissions by 801,000 tons per year. HDR/BVA developed customized spreadsheets that utilized multiple energy and demographic databases for estimating the technical potential for energy savings in San Francisco and for forecasting the potential reductions in energy use resulting from recommended energy actions.

CITY OF IRVINE 20-YEAR ENERGY PLAN
City of Irvine, CA

Developed a Citywide Energy Plan to guide the City of Irvine in achieving its long-term objective of being a leader in energy efficiency and in the use of renewable energy and the reduction of local carbon emissions. The report included an overview of the current energy picture in the City, preliminary recommendations for future energy goals and an overview of current and anticipated

developments in low carbon energy technologies.

ASSOCIATION OF BAY AREA GOVERNMENTS - LOCAL GOVERNMENT ENERGY PARTNERSHIP

San Francisco, California

HDR assisted in the development of the Association of Bay Area Government's program to provide energy-related technical assistance, primarily to smaller cities and county governments in the San Francisco Bay Area. HDR helped ABAG and its contractor Energy Solutions to develop service options and a method for customizing services to the special needs of local government agencies. HDR is the lead technical subcontractor on the implementation arm of the program. We have participated in over a third of the program initiation meetings and participate in developing action plans for each participant. Services to cities and other local agencies have included assistance with the development of local energy ordinances, the preparation of energy measures to be included in local general plans, energy audits of local government facilities, and recommendations on energy retrofit opportunities. HDR will be providing on-going technical support to the ABAG program from 2007 through 2008 in its new format as "ABAG – Energy Watch.

▸ Work with Federal Agencies

HDR has a very large consulting practice dedicated to clients in the federal sector. The most relevant to this submission include contracts with:

The *U.S. Department of Energy* – HDR was recently asked to assist the DOE in the development of decision metrics (incorporating SROI) that will be used to evaluate grant applications for programs including the EECBG and its related Competitive grant program. In addition, we were asked to provide assistance in the development of guidance documents to help cities, counties, states and tribal governments as they seek to leverage federal funds into larger energy initiatives.

The **Department of Defense** and the three services (Army, Navy and Air Force) - have all engaged HDR to provide consulting services that include LEED training, the development of a service-wide Sustainable Community Rating System, Sustainable Installation Plans, and the application SROI to evaluate planning, and programming initiatives to determine the value of benefits associated with the Triple Bottom Line.

The **General Services Administration, the National Institute for Science and Technology, and the National Parks Service** have all contracted with HDR to provide planning, programming, and design assistance with regard to the restoration of existing facilities and the development of some of the most sophisticated (highly controlled) security and research environments in the world. HDR was recently retained to design the new Department of Homeland Security headquarters in Washington, DC.

▸ Experience with Leverage and Crafting Public-Private-Partnerships

The **U.S. Department of Energy** has placed significant emphasis on their desire to see cities gain the maximum leverage from EECBG and Competitive grant program funding. There are a number of ways to secure this leverage beginning with the use of performance contracting to create partnerships with Energy Service Companies. HDR has worked with a number of ESCOs including Honeywell, Johnson Controls and Siemens Corporation to plan and implement facility retrofits and the installation of new capacity. Beyond these arrangements, HDR has a 30 year record for helping local government successfully craft public-private-partnerships with private investments valued at more than $10 billion. From power generation facilities in California, to courthouses in Vancouver, to major transit centers in the northeast to downtown and community development projects across California, Florida and many other states, HDR works to establish the business case and to help in procuring contracts with private partners and can help SGVCOG cities identify opportunities that will make sense for them.

Scope of Work:

Task 1 Project Management

Objective: Provide management of the resources related to the EECS

Activities:

- Team Management. Schedule, manage, and allocate resources based on Project schedule, budget, work plan, and activities. Coordinate production of deliverables.
- Project Communication. Coordination of documents and verbal communication between the Project Manager, cities and COG representative regarding project status.

Deliverables:

- Monthly progress reports

Assumptions:

- The City will identify a single point of contact for the project.
- See subtasks for planned meetings.
- Project to be completed December 2009.

Task 2 - Kick-Off Meeting

Objective: Discuss project scope, schedule, methodology and gather data

Activities:

- Confer on any jurisdictional issues and scope of facilities covered by the plan
- Discuss data needs and contacts, and obtain data from Riverside County
- Discuss anticipated implementation partners (such as the utilities)
- Summarize Riverside County proposed projects/actions/plans/strategies

Deliverables:

- Agendas, hand-out materials, and minutes.

Assumptions:

- Energy Manager and key decision makers will participate.
- Riverside County will have assembled projects' cost, energy savings, and other relevant data
- Project Manager and Senior Energy Planner will participate in kick off meeting

ADDITIONAL OPTIONAL SERVICES

HDR recommends the County also consider adding other potential elements to the strategy; these are not included in our current cost proposal but we will be glad to prepare an estimate of fees if the County wishes. The proposed additional elements are:

Analysis of the "Sustainable Return on Investment" of the energy investments the County proposes to make. The objective of the Sustainable Return on Investment (SROI) would be to analyze proposed initiatives to take into consideration the total costs and benefits of each. In this way the entire project, as well as each initiative, would be evaluated based upon their economic, social and environmental impacts. This type of analysis is sometime referred to as the "triple bottom line." It provides a much broader community-wide assessment of the long term impacts of energy investments, and goes substantially beyond the more typical analysis that only includes energy cost savings.

Additional grant applications. HDR can assist the County with grant applications to leverage additional federal funding opportunities. Services would include reviewing grant application requirements and assisting in developing technical scope and budget information.

Public/Private Partnerships. HDR can assist the County with developing strategies to leverage additional funding through public/private partnerships. Services would include reviewing grant application requirements and assisting in developing technical scope and budget information.

Other Program Implementation Support. HDR can provide planning and engineering support with many of the elements listed in the EECS. HDR's team has experience in helping develop and implementing many of the types of action items expected to be listed in the EECS, such as preparing climate actions plans and developing local energy ordinances.

- Riverside County will arrange for meeting location

Task 3 – Evaluate Project Actions

Objective: Identify and evaluate project actions for inclusion in the EECS

Activities: For each project action selected, provide the following:

- Clearly defined goals and objectives.
- Project champion to ensure a focus on the goals.
- An appropriate measurement and evaluation process.
- Estimated implementation and administrative costs
- Potential leveraged funding sources
- Staff, consultants and resources needed
- Implementation steps and schedule
- Coordination anticipated with other jurisdictions and the state
- Policies and/or administrative actions adopted or needed to support action
- Plan for how project action activities will be sustained beyond grant period
- Project outcomes and benefits

Deliverables:

- A draft technical memorandum summarizing the strategies and actions recommended for inclusion in the EECS.

Assumptions:

- Project action evaluations are reflective of data provided by Riverside County
- County staff will facilitate completion of project cost estimates and identification of policies needed to support project actions if any,
- Up to five project actions with minimal data can be researched
- Riverside County has confirmed project actions for inclusion in EECS
- No meeting or travel required

Task 4 Prepare EECS

Objective:

- Prepare EECS in accordance with all items details in Attachment D of the Funding Opportunity Announcement (DE-FOA-0000013).

Activities:

- Prepare EECS based on outcomes of Tasks 1 through 4

Deliverables:

- Draft EECS
- Final EECS incorporating comments from energy management team where appropriate.

Assumptions:

- County's purpose for developing the EECS is to meet USDOE requirements and position County to apply for funding for identified short-term actions. If USDOE requires revisions, our team has budgeted up to $5,000 for revisions. Revisions beyond that will be an additional cost outside of this scope
- No travel or meetings required

- Riverside County to comprehensively review and comment on Draft EECS within 7 Days
- No formal presentation of EECS included

Optional Task

Optional Task 5 – Optional Assessment of Current Energy Situation for Further Cost Savings

Objective: Assess energy use in County facilities and by County vehicles and equipment, and identify programs in place to reduce achieve additional energy and cost savings.

Activities:

- Review the inventory of County facilities and vehicles and anticipated new construction
- Review annual utility energy use data for the County's facilities
- Interview key staff
- Review current budgets for capital improvements
- Evaluate fuel usage by department/function
- Review County documentation on recent energy efficiency projects.
- Review County documentation on recent energy audits

Deliverables:

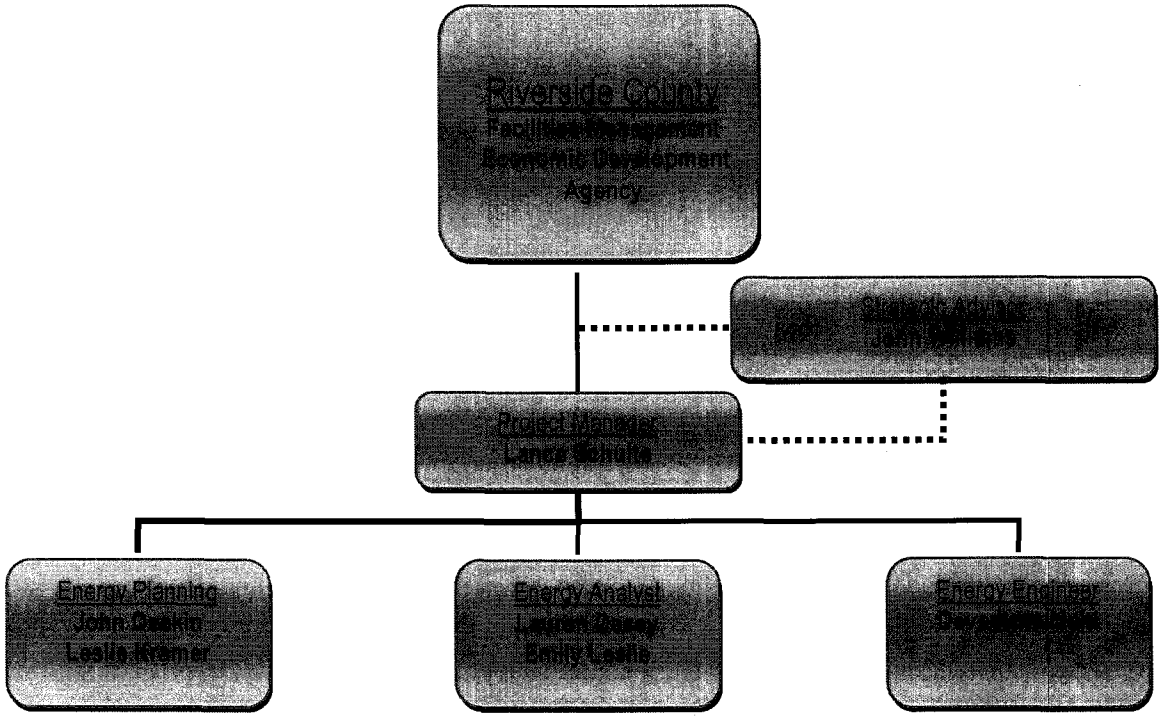
- A draft technical memorandum summarizing the findings of this task, which will be the basis for identifying future projects, actions, plans, strategies, and funding options

Assumptions:

- HDR concurrently receives notice to proceed on Optional Task 5
- HDR will work closely with County staff to obtain the necessary energy use information from the utilities.
- The County will provide an inventory of County facilities and vehicles, annual utility energy use data, and annual vehicle fuel use data and participate in interviews on current energy management practices and cost saving areas for improvement
- HDR will not provide energy audits of existing facilities

HDR is offering a highly experienced team that provides the capacity and depth to complete the EECBG application and associated Energy Management Plan as described in the County's request for proposals (RFP) Exhibit A. Our approach to energy projects is always closely tailored to the client's specific project needs. It involves working very closely with agency staff, and if appropriate also with elected officials, members of County Commissions, members of concerned citizen groups and other key stakeholders, to clearly identify the specific goals and priorities for the proposed work, and to develop a good understanding of existing County energy practices.

Organizational Chart



LANCE SCHULTE – PROJECT MANAGER
Lance Schulte has managed multiple complex projects in over 18 years of experience. Projects include large planning, development, policy, and regulatory programs. His technical expertise includes policy and land use

development, sustainable community and economic development planning, community design, public participation, and economics. His projects have created comprehensive planning, policy, design, and financial solutions for entire cities, large communities, and significant mixed-use and transit based neighborhoods. Many of these projects have incorporated of sustainable approaches including LEED policies and practices, and financial modeling. He has served as the manager of physical planning issues on development teams responsible for development of 900,000 square feet of L.E.E.D. commercial, educational, healthcare and housing projects totaling $ 327 million, He has helped create a specific plan covering over 6,400 acres to provide for over 15,000 dwellings and 4.0 million square feet of commercial, office, business park, and hotel development incorporating L.E.E.D. ND and NC criteria. Mr. Schulte has strong verbal and written communication skills, and is a regular presenter before city councils, commissions and at professional conferences. Mr. Schulte will provide overall project management, and will be responsible for the day-to-day operations of the project. He will serve as the key contact for Riverside County.

JOHN WILLIAMS – STRATEGIC ADVISOR

John Williams is an HDR Senior Vice President and the firm's National Director for Sustainable Development. He leads the HDR's EECBG and Green Project Stimulus Funding Task Force. The Task Force is composed of energy and GHG management specialists and was initially created when the Energy Act of 2007 was signed in late 2007. Williams has been in frequent contact with the US Department of Energy and has worked with the US Conference of Mayors to track specific developments related to the law and funding provisions. A consultant with 30 years of experience, his role in this project will be to help the City leverage EECBG funds in order to underwrite this assignment as well as the potential development of a GHG Management Plan and our proposed Strategic Initiative "Green Business Case" Grant Application Effort.

JOHN DEAKIN – ENERGY PLANNING

Mr. Deakin will be the task leader for the development of the Energy Efficiency & Conservation Strategy. Mr. Deakin is a Senior Energy Manager with HDR, with more than 20 years of experience managing energy projects in urban areas. His professional experience includes identifying energy program needs, and developing and evaluating innovative and appropriate energy program responses, managing community input on proposed new local energy policies, and helping stakeholders clarify common values, prioritize issues, and find consensus. John previously managed one of the most successful local government energy programs in the U.S: for more than 10 years he developed and managed a wide range of energy management activities for the City of San Francisco, including programs for existing buildings, new construction, sustainability, climate change, and green building.

LESLIE KRAMER, ENERGY PLANNING

Leslie Kramer will provide project support and direction on tasks associated with energy planning. Ms. Kramer has more than 20 years experience with providing technical assistance, audits & field studies. She has recently worked on energy audits for the Port of San Francisco, and for San Francisco International Airport. She also helped the City develop its Large Scale Retrofit Program, a multi-year program designed to accelerate the rate at which the City implements energy retrofits in municipal facilities. Ms. Kramer is a Vice-President and a Senior Energy Manager with HDR. She has a multidisciplinary background in mechanical engineering and energy policy and has worked on almost every aspect of energy management, both on the supply side and the demand side. She has expertise performing lighting and HVAC energy audits, designing lighting retrofits, providing project management support for energy-efficiency projects, developing planning documents, assessing performance contracting options, developing financial pro formas, and providing training in energy-efficient design practices.

LAUREN CASEY - ENERGY ANALYST

Ms. Casey has over 3 years of experience in energy policy and planning, renewable energy and energy efficiency project implementation, and greenhouse gas management. Ms. Casey has worked with both private and public sector clients on developing energy and greenhouse gas management plans. She has also aided several clients with emissions measurement and verification for both mandatory and voluntary reporting schemes. Prior to joining HDR, Ms. Casey worked for the Union of Concerned Scientists on policy analysis for the 2005 Energy Policy Act, as well as on efforts to model the greenhouse gas impacts of energy efficiency projects in the commercial, industrial, and

residential building sectors in the United States through 2050. She also worked for the Stockholm Environment Institute to assess opportunities (such as the Clean Development Mechanism) for biomass energy to aid in the development of Southern African Nations. Ms. Casey's Master of Science in Civil & Environmental Engineering focused on energy systems, their impact on the atmosphere, and the implementation of renewable energy, energy efficiency projects, and energy policies.

EMILY LESLIE – ENERGY ANALYST

Ms. Leslie work focuses on the crossover between technology and policy in improving the social and environmental impacts of energy systems, from local economic effects to global climate change. As an Energy Analyst, Emily has worked with a wide range of clients, from municipal governments and county agencies, to investor-owned utilities, tribal enterprise, private developers, and private equity investors. With bachelors and masters degrees in Energy Engineering, from the Mechanical Engineering department at Stanford University, Emily's graduate research focused on hydrogen internal combustion engines and solar thermal energy technologies. Emily uses this technical background to provide insight and strategy for her clients, for implementation and commercialization of clean energy solutions: supply-side technology installations, end-use applications, and policy programs.

DEVADUTTA MAITI – ENERGY ENGINEER

Devadutta Maiti has 20 years of energy-related experience, performing energy audits and energy-efficient design reviews, developing measurement & verification (M&V) plans for energy efficiency measures, and performing project management tasks. He has also worked on a number of renewable energy projects, specifically in the field of solar energy. He has worked in commercial, institutional, governmental, residential and industrial facilities. His expertise includes HVAC and lighting technologies. He is proficient in a number of computer simulation programs for analyzing HVAC and lighting systems of buildings, and has extensive experience developing spreadsheet-based calculation tools for evaluation of energy efficiency measures.

HDR Is Dedicated to Meeting Our Client's Schedules

Energy Efficiency & Conservation Strategy	
Kick off Meeting	7 Days after NTP
Evaluate Actions Memo	45 Days after NTP
Deliver Draft EECS	60 Days after NTP
Deliver Final EECS	75 Days after NTP
Optional Task	
Optional Assessment for Additional Cost and Energy Savings	60 Days after NTP

HDR has worked with a wide variety of management tools, ranging from status reports and progress charts, to specially designed document control systems, to various scheduling systems to Web-based management tools. Some of the more effective tools that we have used include:

- A Project Guide, provided to all team members, that shows the basic structure of the contract, key contacts and responsibilities, and scope and schedule of work
- Well defined task assignments, including budget, schedule, and responsible manager
- Well formatted, concise, project status and progress reports
- Meeting agendas that define the purpose and goals of the meetings
- Meeting minutes that include specific action items, who is responsible, and when they are due
- Microsoft Project and Primavera for CPM scheduling
- The Projectwise work-sharing environment to enhance work sharing among offices, provide a central archive for files, and standardizes documents to facilitate electronic file control
- WebEx and NetMeeting teleconferences to allow sharing of data from remote locations
- E-room for allowing various levels of document access to various groups of people over the internet
- HDR's in-house "Workplan" – a tool used to ensure that staff is available and has time committed to the project
- Standardized Project Management Process

HDR also has standard project management tools to assist our project managers in scheduling and managing staff time and resources. An outline of our project management process is outlined in the diagram below. Monthly project management meetings are also conducted between the project managers and senior officers to ensure projects are following scope, schedules and budgets

Our fee proposal provides a cost estimate for Tasks 1 through 4 and the optional Task 5. Additional support can be provided on a time and materials basis.

Cost Tasks 1-4				
EECBG Strategy	Hourly Rate (s)	Labor Hours	Other Expenses	Task 1 Total
Project Manager	$ 216.00	48.00		$ 10,368.00
Senior Energy Planner	$ 230.00	58.00		$ 13,340.00
Project Principal/Senior Technical Advisor	$ 298.00	8.00		$ 2,384.00
Senior Sustainability Planner	$ 173.00	4.00		$ 692.00
Energy Analyst	$ 115.00	90.00		$ 10,350.00
Senior Energy Engineer	$ 150.00	0.00		$ -
Administrative Assistance	$ 123.00	12.00		$ 1,476.00
Editor	$ 127.00	12.00		$ 1,524.00
Other Expenses			$ 2,200.00	$ 2,200.00
TOTAL				$ 42,334.00

Optional Task 5: Optional Assessment for Further Cost Savings	Hourly Rate (s)	Labor Hours	Other Expenses	Task 2 Total
Project Manager	$ 216.00	4.00		$ 864.00
Senior Energy Planner	$ 230.00	8.00		$ 1,840.00
Energy Analyst	$ 115.00	40.00		$ 4,600.00
TOTAL				$ 7,304.00

EXHIBIT B
PAYMENT PROVISIONS

Contract ID # (Pending)

HDR | ONE COMPANY *Many Solutions*

August 13, 2009

Ms. Janet Purchase, Energy Manager
County of Riverside
Economic Development Agency, Facilities Management
3133 Mission Inn Avenue
Riverside, CA 92507

Dear Ms. Purchase:

HDR would like to thank you for the opportunity to provide an updated proposal for the Energy Efficiency Conservation Block Grant Strategy. This proposal worked within your budget and time constraint. The proposal includes the four tasks outlined in the attached scope of work that will complete the strategy in 60-days from notice to proceed, which is estimated during the week of September 1st. The proposal provides a final Strategy in November for Riverside County's submission to the U.S. Department of Energy by December 2nd. The Strategy scope is based on your attached Draft EECBG Project List and the County's provision of project cost and energy saving data, but we have provided some flexibility to address some adjustments and data development.

Our proposed fixed-fee for this service is $42,334.

In addition, provided for your consideration, is a completely optional Task 5 that could indentify additional energy and cost savings for Riverside County, and potential funding sources. This optional task is $7,304 if approved concurrently with the proposal.

Thank you again for selecting HDR for the EECBG Workshop project. I hope you find the updated attached proposal to address your EECBG Strategy needs addresses your quality, timing, and cost requirements. Again, thank you for this opportunity. If you any questions, please contact me at 858-712-8304.

Sincerely,

HDR Engineering, Inc.

Lance Schulte, AICP

FORM APPROVED COUNTY COUNSEL
BY: MARSHA L. VICTOR DATE 10/13/09

Departmental Concurrence

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

616

FROM: Economic Development Agency

SUBMITTAL DATE:
October 1, 2009

SUBJECT: Mesa Verde Community and Childcare Center Project

RECOMMENDED MOTION: That the Board of Supervisors:

1. Accept and award the construction contract to the low responsive bidder Erickson-Hall Construction Co., in the amount of $1,683,000.00;
2. Approve the project budget of $2,197,800.00;
3. Authorize the Chairman to sign the contract documents on behalf of the Board; and
4. Authorize the Assistant County Executive Officer/EDA, or designee to administer contract and provide change order authority for this contract in accordance with Board Policy B-11.

BACKGROUND: On June 30, 2009, the Board approved the plans and specifications, and authorized the Clerk of the Board to advertise the Notice of Inviting Bids for the Mesa Verde Community and Childcare Center Project.

(Continued next page)

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA				
	Current F.Y. Total Cost:	$ 2,197,800	**In Current Year Budget:**	Yes
	Current F.Y. Net County Cost:	$ 0	**Budget Adjustment:**	No
	Annual Net County Cost:	$ 0	**For Fiscal Year:**	2009/2010

COMPANION ITEM ON BOARD OF DIRECTORS AGENDA: No

SOURCE OF FUNDS: Riverside County Palm Desert Finance Authority Bond Proceeds

Positions To Be Deleted Per A-30 ☐

Requires 4/5 Vote ☐

Reviewed by CP Team Christopher Hans

C.E.O. RECOMMENDATION: APPROVE

County Executive Office Signature
BY: Jennifer L. Sargent

Dep't Recomm.: ☐ Consent ☒ Policy
Per Exec. Ofc.: ☐ Consent ☒ Policy

Prev. Agn. Ref.: 07/01/08, Item 3.27; 06/30/09, Item 3.21

District: 4th

Agenda Number: 3.28

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

EDA-001a-F11
Form 11 (Rev 06/2003)

BACKGROUND (continued):
On August 5th, 2009 twelve (12) bids were received; the lowest bid was submitted by Erickson-Hall Construction. During County Counsel's review of the bids, a protest was received challenging the bid submitted by the lowest bidder. The following are the three issues that were raised by the protest:

1) Low bidder listed only the company name and the city and protester believes there is no way to verify the subcontractors.	Sufficient information was provided by low bidder to identify subcontractors and verify licences.
2) Low bidder listed two subcontractors for the site utility portion of the work.	The two subcontractors listed under site utilities will perform separate portions of needed utilities. One will construct water and storm system and the other will construct sewer and septic systems.
3) No subcontractors were listed by low bidder for survey or insulation.	The insulation portion may be self-performed. Subcontractor for survey not necessary to list as is minor portion of work not in excess of ½ of 1%, small site with one building therefore survey work will be minimum.

Based on the protest submitted and review of the documentation, County Counsel and the department have determined that Erickson-Hall Construction is the lowest responsive bidder and their bid constitutes a proper basis for award of the contract for this project. Therefore, EDA Staff recommends that the Board find the low bid as responsive and award the contract to Erickson-Hall Construction Co. in the amount of $1,683,000 and approve the project budget as follows:

Project Budget:	
Construction	$1,683,000
Permits/Inspections/Misc.	$ 55,000
Utility/Undergrounding	$ 200,000
Furniture/Fixtures/Equipment	$ 60,000
Subtotal	$1,998,000
Contingency 10%	$ 199,800
Project Total	$2,197,800

The project will be funded entirely by Palm Desert Finance Authority Bond Proceeds and will not impact the County's General Fund.

Attachments:

Bid Summary
Agreement Forms
Performance Bonds
Payment Bonds
Certificate of Liability Insurance
Certificate of Workers' Compensation Insurance

RF:CC:AC 9598
S:\EDA Admistration\Araceli's Folder\Mesa Verde Community\2009.10.13AwardEDA-001a-F11CC.doc

513

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

FROM: Economic Development Agency

SUBMITTAL DATE: August 6, 2009

SUBJECT: Sixth Amendment to Lease - Department of Office on Aging, Palm Desert

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached Sixth Amendment to Lease and authorize the Chairman of the Board to execute the same on behalf of the County; and

2. Authorize the Auditor-Controller to adjust the Economic Development Agency's FY 2009/10 budget as set out on Schedule A.

BACKGROUND: This Sixth Amendment to Lease represents a request from Office on Aging to extend the lease for its office located at 73750 Catalina Way, in Palm Desert, commencing August 1, 2009, through July 31, 2011. Office on Aging has occupied this facility since 1996, providing a retired senior volunteer program and a senior employment/placement service to senior citizens living in the desert area. The facility is also utilized for administrative purposes.

(Continued)

FISCAL PROCEDURES APPROVED
ROBERT E. BYRD, AUDITOR-CONTROLLER
BY [signature] 10/1/09
SUSANA GARCIA-BOCANEGRA

Robert Field,
Assistant County Executive Officer/EDA

FINANCIAL DATA	**Current F.Y. Total Cost:**	$18,001	**In Current Year Budget:**	No
	Current F.Y. Net County Cost:	$ -0-	**Budget Adjustment:**	Yes
	Annual Net County Cost:	$ -0-	**For Fiscal Year:**	09/10

SOURCE OF FUNDS: RSVP 30%; Title III 60%; Title V 10%

Positions To Be Deleted Per A-30 ☐

Requires 4/5 Vote ☒

C.E.O. RECOMMENDATION: APPROVE

BY: [signature] Jennifer L. Sargent

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
BY: [signature] SYNTHIA M. GUNZEL DATE 8-20-09

Edward Walsh Office on Aging 9/2/09

Departmental Concurrence

Dep't Recomm.: ☐ Consent ☒ Policy
Per Exec. Ofc.: ☐ Consent ☑ Policy

Prev. Agn. Ref.: 1/8/02, 3.20; 7/29/03, 327; 6/7/05, 3.11; 7/31/07, 3.41; 12/16/08 3.25;

District: 4

Agenda Number: 3.29

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

(Continued)

BACKGROUND:

The facility continues to meet the requirements of the department. In an effort to provide cost savings for the department, The Real Estate Division has negotiated a two (2) year lease term commitment with no additional increases over the next two (2) years.

Location:	73-750 Catalina Way Palm Desert, California 92260	
Lessor:	Cove Communities Senior Association 73-750 Catalina Way Palm Desert, California 92660	
Size:	Approximately 1,325 square feet	
Term:	Two (2) years, August 1, 2009, through July 31, 2011.	
Rent:	Current $ 1.19 per sq. ft. $ 1,576.75 per month $18,921.00 per year	New $ 1.19 per sq. ft. $ 1,576.75 per month $18,921.00 per year
Rent Adjustments:	None	
Utilities:	County pays phone	
Lessor:	Pays all other utilities.	
Interior/Exterior Maintenance:	Provided by Lessor.	
Market Data:	73-710 Fred Waring Drive Alessandro Drive, Palm Desert 73-555 San Gorgonio Way, Palm Desert, CA	$1.67 $1.33

The attached Sixth Amendment to Lease has been reviewed and approved by County Counsel as to legal form.

FINANCIAL DATA:

All associated costs for this Sixth Amendment to Lease will be fully funded through Office on Aging budget. Office on Aging has budgeted for these costs in FY 2009/10; however, EDA requires a budget adjustment to its FY 2009/10 budget to cover related transactional costs with the property owner. While EDA will front the costs for this amendment with the property owner, Office on Aging will reimburse EDA for all associated lease costs.

Schedule A

Increase Appropriations:

10000-7200400000-526700 - Rent/Lease Buildings	$17,344
10000-7200400000-572500 - Intra – Leases	($17,344)

Exhibit A

Department of Office on Aging Lease Cost Analysis for FY 2009/10
73-750 Catalina Way, Palm Desert, California

Current Square Feet Occupied:

Office:		1,325	SQFT		
Cost per Square Foot:	$	1.19			
Lease Cost per Month (August 1, 2009 - June 30, 2010)			$ 1,576		
Total Estimated Lease Cost for FY 2009/10				**$**	**17,344**

Estimated Utility Costs:

Utility Cost per Square Foot	$	-			
Estimated Utility Costs (August 1, 2009 - July 31, 2010)			$ -		
Total Estimated Utility Cost for FY 2009/10				**$**	**-**
FM Lease Management Fee (Based @ 3.79%)				**$**	**657**
Total Estimated Lease Cost FY 2009/10:				$	18,001

Exhibit B

Department of Office on Aging Lease Cost Analysis for FY 2010/11
73-750 Catalina Way, Palm Desert, California

Current Square Feet Occupied:

Office:		1,325	SQFT		
Cost per Square Foot:	$	1.19			
Lease Cost per Month (July 1, 2010 - June 30, 2011)			$ 1,576		
Total Estimated Lease Cost for FY 2010/11				**$**	**18,921**

Estimated Utility Costs:

Utility Cost per Square Foot	$	-			
Estimated Utility Costs (August 1, 2010 - July 31, 2011)			$ -		
Total Estimated Utility Cost for FY 2010/11				**$**	**-**
FM Lease Management Fee (Based @ 3.79%)				**$**	**717**
Total Estimated Lease Cost FY 2010/11:				$	19,638

SIXTH AMENDMENT TO LEASE
(Department of Office on Aging,
73-750 Catalina Way, Palm Desert, California)

This SIXTH AMENDMENT TO Cove Communities Senior Association Lease ("Sixth Amendment") is made as of _____, 2009, by and between the **COUNTY OF RIVERSIDE**, a political subdivision of the State of California ("County"), and **COVE COMMUNITIES SENIOR ASSOCIATION**, a California Corporation ("Lessor").

1. Recitals.

a. **COVE COMMUNITIES SENIOR ASSOCIATION, a California Corporation,** Lessor, and **COUNTY OF RIVERSIDE**, County, hereby agree to amend that certain Lease dated August 26, 1996 (the "original Lease") pertaining to the premises located within that certain building located at 73-750 Catalina Way, Palm Desert, California, as more particularly shown on Exhibit "A", attached to the Lease as follows:

b. The Original Lease has been amended by:

i. That certain First Amendment of Cove Communities Senior Association Lease dated January 8, 2002, by and between County of Riverside and Cove Communities Senior Association (the "First Amendment").

ii. That certain Second Amendment of Cove Communities Senior Association Lease dated July 29, 2003, by and between County of Riverside and Cove Communities Senior Association (the "Second Amendment").

iii. That certain Third Amendment of Cove Communities Senior Association Lease dated May 2, 2005, by and between County of Riverside and Cove Communities Senior Association (the "Third Amendment").

iv. That certain Fourth Amendment of Cove Communities Senior Association Lease dated July 31, 2007, by and between County of Riverside and Cove Communities Senior Association (the "Fourth Amendment").

v. That certain Fifth Amendment of Cove Communities Senior Association Lease dated December 16, 2008, by and between County of Riverside and Cove Communities Senior Association (the "Fifth Amendment").

c. The Original Lease, as heretofore, currently, or hereafter amended, shall hereafter be referred to as the "Lease".

d. The term of the Lease, as heretofore amended, will expire July 31, 2009. County and Lessor desire to further amend the Lease to extend the term of the Lease.

NOW THEREFORE, for good and valuable consideration the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

2. **Capitalized Terms: Sixth Amendment to Prevail.** Unless defined herein or the context requires otherwise, all capitalized terms herein shall have the meaning defined in the Lease, as heretofore amended. The provisions of this Sixth Amendment shall prevail over any inconsistency or conflicting provisions of the Lease, as heretofore amended, and shall supplement the remaining provisions thereof. The Lease remains in full force and effect except to the extent amended by this Sixth Amendment.

3. **Extension of Term**. The Term of this Lease is hereby extended two (2) years. The extended term will commence on August 1, 2009 and will expire on July 31, 2011 ("Extended Term"). July 31, 2011 shall hereafter be the "Expiration Date".

4. **Rent During Extended Term.** County shall pay to Lessor the monthly sums as rent for the Leased premises during the term of this Lease as indicated below:

Amount	Year
$1,576.75	08/01/09 – 07/31/11

5. All other provisions of the Lease remain the same.

6. This Sixth Amendment to Lease shall not be binding or consummated until its approval by the County's Board of Supervisors.

Dated: _____

COVE COMMUNITIES SENIOR ASSOCIATION
a California Corporation

By: _____
Peter Rittenhouse, Executive Director

COUNTY OF RIVERSIDE

By: _____
Jeff Stone, Chairman
Board of Supervisors

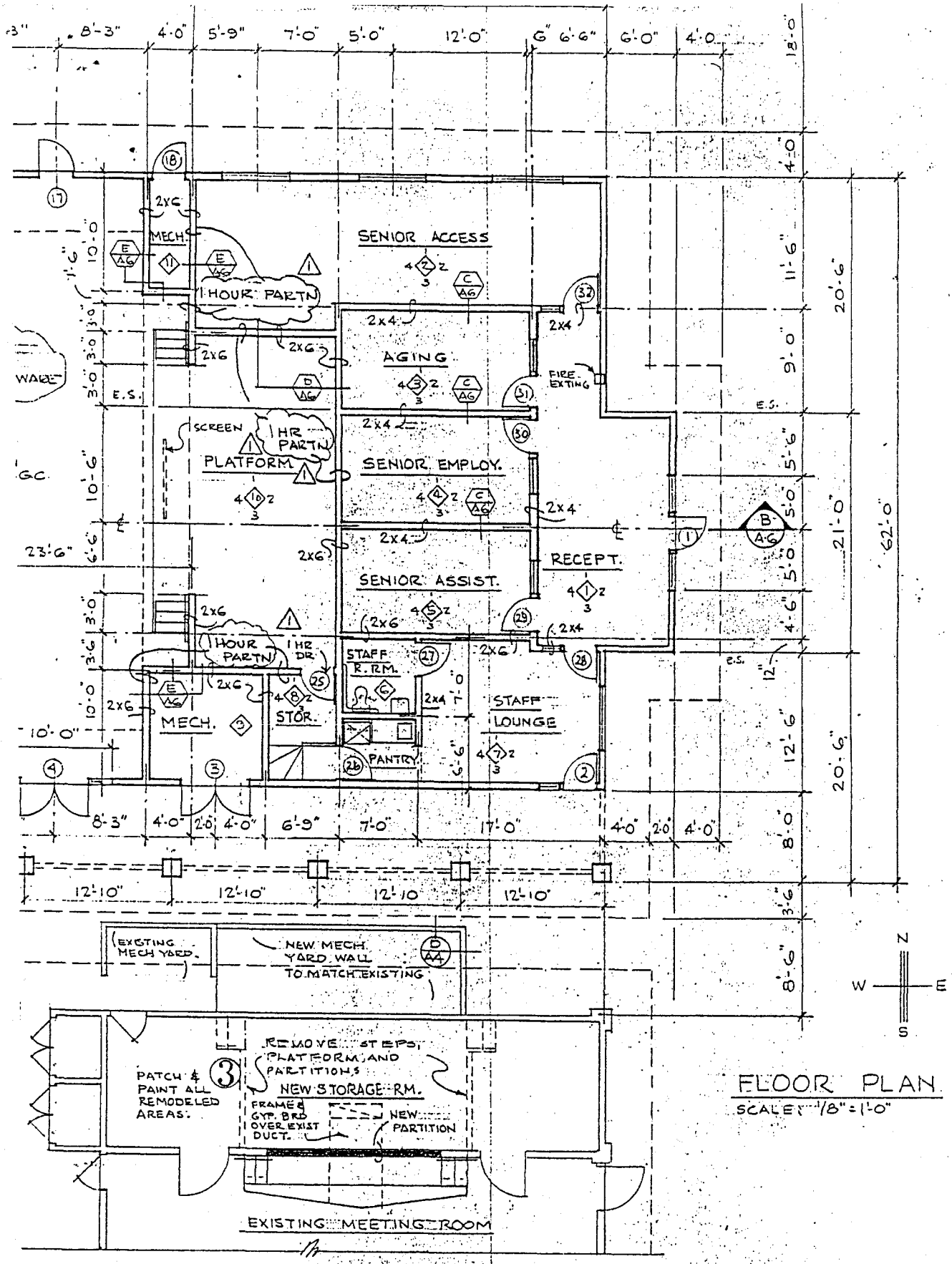
ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By: _____
Deputy

APPROVED AS TO FORM:
Pamela J. Walls
County Counsel

By: _____
Synthia M. Gunzel
Deputy County Counsel

CC:ra
072709
PD004
12.239



FLOOR PLAN

SCALE: 1/8" = 1'-0"

TING BUILDING RENOVATIONS

EXHIBIT "A"

Probation Department
Sally A. Beavan
Chief Deputy Administrator
9-15-09

FORM APPROVED COUNTY COUNSEL
BY: SYNTHIA M. GUNZEL DATE 9-14-09

Departmental Concurrence

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

514

FROM: Economic Development Agency

SUBMITTAL DATE: August 24, 2009

SUBJECT: Second Amendment to Lease – Probation Department, Perris

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached Second Amendment to Lease and authorize the Chairman of the Board to execute same on behalf of the County; and

2. Authorize the Auditor-Controller to adjust Economic Development Agency's FY 2009/10 budget as set out in Schedule A.

BACKGROUND: (Commences on Page 2)

Reviewed by CIP TEAM
Christopher Hans

FISCAL PROCEDURES APPROVED
ROBERT E. BYRD, AUDITOR-CONTROLLER
BY SUSANA GARCIA-BOCANEGRA 10/1/09

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	**Current F.Y. Total Cost:**	$120,886	**In Current Year Budget:**	No
	Current F.Y. Net County Cost:	$ 27,803	**Budget Adjustment:**	Yes
	Annual Net County Cost:	$ 48,432	**For Fiscal Year:**	09/10

SOURCE OF FUNDS: State 52%; Federal 22%; General Fund 23%; Other 3%

Positions To Be Deleted Per A-30 ☐

Requires 4/5 Vote ☒

C.E.O. RECOMMENDATION: APPROVE

BY: Jennifer L. Sargent

County Executive Office Signature

☐ Consent ☒ Policy — Dep't Recomm.:

☐ Consent ☑ Policy — Per Exec. Ofc.:

Prev. Agn. Ref.: 8/27/2002 3.35; 5/6/2008 3.9	**District:** 5	**Agenda Number:** 3.30

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

BACKGROUND:

On August 27, 2002, the County of Riverside entered into a lease agreement (as amended May 6, 2008) for the Probation Department in the City of Perris. The Probation Department facility is located at 2560 North Perris Blvd., Building N-1. This Second Amendment to Lease will extend the Lease for a period of five (5) years effective as of December 1, 2009. The Economic Development Agency (EDA), Real Estate Division, has renegotiated the rent from $1.45 per square foot to $1.37 per square foot, which equates to a 5.9% savings in rent for the department. In addition, the annual increase has been renegotiated from 5% to 3%.

Lessor:	Perris Investment Trust 26371 Avery Parkway, Unit B Mission Viejo, California 92692
Premises Location:	2560 North Perris Boulevard, Building N-1 Perris, California 92570
Size:	Approximately 11,200 square feet
Term:	Five (5) year extension effective as of December 1, 2009

Rent:	Current	New
	$ 1.45 per square foot	$ 1.37 per square foot
	$ 16,232.30 per month	$ 15,344.00 per month
	$ 194,787.60 per year	$ 184,128.00 per year

Rental Adjustments:		
	Year 1	$15,344.00
	Year 2	$15,804.32
	Year 3	$16,278.44
	Year 4	$16,929.58
	Year 5	$17,606.76

Utilities:	County pays electric.

The attached Second Amendment to Lease has been reviewed and approved by County Counsel as to legal form.

FINANCIAL DATA:

All associated costs for this Second Amendment to Lease will be fully funded through the Probation's department budget. Probation has budgeted these costs in FY 2009/10; however, EDA requires a budget adjustment to its FY 2009/10 budget to cover related transactional costs with the property owners. While EDA will front the costs for this Second Amendment to Lease with the property owners, the Probation Department will reimburse EDA for all associated lease costs.

Schedule A

Increase Appropriations:

10000-7200400000-526700 – Rent/Lease Buildings	$107,408
10000-7200600000-529540 – Utilities	$ 9,408
10000-7200400000-572500 – Intra Leases	($107,408)
10000-7200600000-573800 – Intra Utilities	($ 9,408)

Exhibit A

Probation Lease Cost Analysis for FY 2009/10
2560 North Perris Boulevard, Building N-1, Perris, California

Current Square Feet Occupied:

Office:		11,200 SQFT		
Cost per Square Foot:	$	1.37		
Lease Cost per Month (December 1, 2009 - June 30, 2010)			$ 15,344	
Total Estimated Lease Cost for FY 2009/10				**$ 107,408**

Estimated Utility Costs:

Utility Cost per Square Foot	$	0.12		
Estimated Utility Costs (December 1, 2009 - June 30, 2010)			$ 9,408	
Total Estimated Utility Cost for FY 2009/10				**$ 9,408**
EDA Lease Management Fee (Based @ 3.79%)				**$ 4,070**
Total Estimated Lease Cost FY 2009/10:				$ 120,886
Current Net County Cost @ 23%				$ 27,803

Exhibit B

Probation Lease Cost Analysis for FY 2010/11
2560 North Perris Boulevard, Building N-1, Perris, California

Current Square Feet Occupied:

Office:		11,200	SQFT		
Cost per Square Foot:	$	1.37			
Lease Cost per Month (July 1, 2010 -November 30, 2010)			$ 15,344		
Total Estimated Lease Cost for FY 2010/11				$	**76,720**
Cost per Square Foot:	$	1.41			
Lease Cost per Month (December 1, 2010 - June 30, 2011)			$ 15,804		
Total Estimated Lease Cost for FY 2010/11				$	**110,630**

Estimated Utility Costs:

Utility Cost per Square Foot	$	0.12			
Estimated Utility Costs (July 1, 2010 -June 30, 2011)			$ 16,128		
Total Estimated Utility Cost for FY 2010/11				$	**16,128**
EDA Lease Management Fee (Based @ 3.79%)				$	**7,100**
Total Estimated Lease Cost FY 2010/11:				$	210,578
Annual Net County Cost @ 23%				$	48,432

SECOND AMENDMENT TO LEASE
Probation Department
2560 N. Perris Boulevard, Building N-1, Perris, California

This SECOND AMENDMENT to Lease ("Second Amendment") is made as of _____, 2009, by and between the **COUNTY OF RIVERSIDE,** a political subdivision of the State of California, herein called ("County"), and **PERRIS INVESTMENT TRUST,** herein called ("Lessor").

WITNESSETH:

Whereas, Lessor and County entered into that certain Lease dated August 27, 2002 (the "Original Lease") pursuant to which County leased the premises located at 2560 N. Perris Boulevard, Building N-1, Perris, California ("Leased Premises"), as more particularly described on Exhibit "A," attached hereto and made a part hereof.

Whereas, the Original Lease has been amended by that certain First Amendment of Lease dated May 6, 2008, by and between Lessor and County (the "First Amendment").

Whereas, the Original Lease, as heretofore, currently, or hereafter amended, shall hereafter be referred to as the "Lease."

Whereas, the term of the Lease, as heretofore amended, will expire November 30, 2009. County and Lessor desire to further amend the Lease to extend the term of the Lease, to modify the monthly rental payments and to otherwise modify the terms and conditions of the Lease as set forth in this Second Amendment.

NOW, THEREFORE, for good and valuable consideration the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. Capitalized Terms; Second Amendment to Prevail. Unless defined herein or the context requires otherwise, all capitalized terms herein shall have the meaning defined in the Lease, as heretofore amended. The provisions of this Second Amendment shall prevail over any inconsistency or conflicting provisions of the Lease, as heretofore amended, and shall supplement the remaining provisions thereof. The Lease remains the same and in full force and effect except to the extent amended by this Second Amendment.

2. Extension of Term. The Term of this Lease is hereby extended five (5) years ("Extended Term"). The Extended Term will commence on December 1, 2009, and will expire on November 30, 2014 ("Expiration Date").

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3. Rent During Extended Term.

a. Section 5.1 of the Original Lease and Section 2.0 of the First Amendment are hereby amended by the following: County shall pay to the Lessor the monthly sums as rent for the Leased Premises during the Extended Term of this Lease as indicated below:

Amount	Year
$15,344.00	12/1/2009-11/30/2010
$15,804.32	12/1/2010-11/30/2011
$16,278.44	12/1/2011-11/30/2012
$16,929.58	12/1/2012-11/30/2013
$17,606.76	12/1/2013-11/30/2014

b. As set forth in Section 3(a) herein, Section 5.2 of the Original Lease, is hereby amended as follows: The monthly rental shall be increased on each anniversary of this Lease by an amount equal to three percent (3%) during year one, two and three of the Extended Term. The monthly rental shall be increased by four percent (4%) in year four and five of the Extended Term.

4. Improvements by Lessor. Lessor, at its expense, shall provide the following tenant improvements:

(a) Paint interview and training rooms

(b) Install kick plates to designated doors

///
///
///

5. This Second Amendment to Lease shall not be binding or consummated until its approval by the Riverside County Board of Supervisors.

Dated: _____

PERRIS INVESTMENT TRUST

By: _____
Natasha Radwan, Trustee

COUNTY OF RIVERSIDE

By: _____
Jeff Stone, Chairman
Board of Supervisors

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By: _____
Deputy

APPROVED AS TO FORM:
Pamela J. Walls
County Counsel

By: Synthia M. Gunzel
Synthia M. Gunzel
Deputy County Counsel

MTra
082409
PR023
12.655

562

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

FROM: Economic Agency Development, Real Estate Division

SUBMITTAL DATE: July 10, 2009

SUBJECT: Second Amendment to Lease – Department of Mental Health, Perris

RECOMMENDED MOTION: That the Board of Supervisors approve the attached Second Amendment to Lease and authorize the Chairman of the Board to execute same on behalf of the County.

BACKGROUND: On January 13, 2009, a lease agreement was executed by the Assistant County Executive Officer of the Economic Development Agency for a six (6) month extension for the Department of Mental Health (DOMH) facility located at 1688 North Perris Boulevard, in Perris. This Second Amendment to lease will extend the lease twelve (12) months until June 8, 2010.

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA				
	Current F.Y. Total Cost:	$150,652	**In Current Year Budget:**	Yes
	Current F.Y. Net County Cost:	$ -0-	**Budget Adjustment:**	No
	Annual Net County Cost:	$ -0-	**For Fiscal Year:**	2009/10

SOURCE OF FUNDS: 47.40% Medi-cal; 51.39% State; .65% Grants/MOU; .56% 3rd Party

Positions To Be Deleted Per A-30 ☐

Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION: APPROVE

County Executive Office Signature BY: Jennifer L. Sargent

FORM APPROVED COUNTY COUNSEL
BY: SYNTHIA M. GUNZEL DATE 7/9/09

MARIA T. MABEY, ASST DIRECTOR
RIVERSIDE COUNTY DMH

☐ Consent ☒ Policy

☐ Consent ☑ Policy

Dep't. Per Exec. Ofc.:

Prev. Agn. Ref.: 6/23/1998, 3.23 | **District:** 5 | **Agenda Number:** 3.31

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

(Continued)

BACKGROUND:

This facility continues to meet the needs of the department. To assist the department and County with its overall objective of reducing lease costs, the Economic Development Agency (EDA), Real Estate Division, has negotiated the following terms: A one year lease extension, eliminating the annual increase of 3%, and a tenant improvement allowance in the amount of $1,500.00. Since there is no annual increase the department has saved approximately $4,366.44 for the current lease term. Combined together with the tenant improvement allowance the department will achieve a cost savings in the approximate amount of $5,866.44 per the extended term.

Lessor:	Coudures Family Limited Partnership c/o 1st Commercial Real Group Inc. 1688 North Perris Boulevard, Suite F4 Perris, California 92571
Premises Location:	1688 North Perris Boulevard Suites L7 through L11 Perris, California 92571
Size:	Approximately 8,640 Square feet
Term:	Effective as of June 9, 2009 and terminating June 8, 2010

Rent:	Current	New
	$ 1.79 per square feet	$ 1.79 per square feet
	$ 15,128.93 per month	$ 15,128.93 per month
	$181,547.16 per year	$181,547.16 per year

Savings per lease term by negotiating the elimination of the 3% annual increase and the addition of the Tenant Improvement Allowance resulted in a cost saving for the Department of $5,866.44 for the current lease term.

Annual Increase:	$0
Utilities:	County pays phone and electric. Landlord pays for gas and refuse.
Custodial Services:	Landlord
Maintenance:	Landlord

(Continued)

BACKGROUND:

Improvements:	Landlord to provide a tenant improvement allowance in the amount of $1,500. This improvement allowance will provide for new carpet in lobby, fresh paint in lobby, a new door for janitors closet and a door lock for room 135.	
Market Data:	2055 N. Perris Boulevard	$1.84 per square feet
	764 W. Ramona Express way	$1.85 per square feet
RCIT Costs:	None	

The attached Second Amendment to Lease has been reviewed and approved by County Counsel as to legal form.

FINANCIAL DATA:

All associated costs for this Second Amendment to Lease will be fully reimbursed through DOMH's budget. DOMH has budgeted for these costs in FY 2009/2010. No budget adjustment is required. While EDA will front the costs for the Second Amendment to Lease with the property owners, DOMH will reimburse EDA for all associated costs.

Exhibit A

Mental Health Lease Cost Analysis for FY 2009/10
1688 North Perris Boulevard, Perris, California

Current Square Feet Occupied:

Office:		8,640	SQFT		
Cost per Square Foot:	$	1.79			
Lease Cost per Month (June 9, 2009 - June 8, 2010)			$ 15,129		
Total Estimated Lease Cost for FY 2009/10				**$**	**136,160**

Estimated Utility Costs:

Utility Cost per Square Foot	$	0.12			
Estimated Utility Costs (June 9, 2009 - June 8, 2010)			$ 9,331		
Total Estimated Utility Cost for FY 2009/10				**$**	**9,331**
FM Lease Management Fee (Based @ 3.79%)				**$**	**5,160**
Total Estimated Lease Cost FY 2009/10:				$	150,652

SECOND AMENDMENT TO LEASE
(Department of Mental Health,
1688 North Perris Boulevard, Suites L7
through L11, Perris, California)

This Second Amendment to Department of Mental Health Office Lease ("Second Amendment") is made as of _____, 2009, by and between the **COUNTY OF RIVERSIDE,** a political subdivision of the State of California ("County"), and **COUDURES FAMILY LIMITED PARTNERSHIP** ("Lessor").

1. Recitals.

a. Coudures Family Limited Partnership, ("Lessor") and COUNTY OF RIVERSIDE, ("County") entered into that certain Department of Mental Health Lease dated June 23, 1998, (the "Original Lease") pursuant to which County leased 8,460 square feet of office space at 1688 North Perris Boulevard, Suites L7 through L11, Perris, California, as more particularly shown on Exhibit "A", attached hereto and made a part of hereof.

b. The original Lease has been amended by:

i. That certain First Amendment of Coudures Family Limited Partnership Lease dated January 13, 2009, by and between Coudures Family Limited Partnership and County of Riverside (the "First Amendment")

c. The Original Lease, heretofore, currently, or hereafter amended, shall hereafter be referred to as the "Lease".

d. The term of the Lease, as heretofore amended, will expire June 8, 2010. County and Lessor desire to further amend the Lease to extend the term of the Lease, to modify the monthly rental payments and to otherwise modify the term and conditions of the Lease as set forth in this Second Amendment.

NOW THEREFORE, for good and valuable consideration the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

2. Capitalized Terms: Second Amendment to Prevail. Unless defined herein or the context requires otherwise, all capitalized terms herein shall have the meaning defined in the Lease, as heretofore amended. The provisions of the Second Amendment shall prevail over any inconsistency or conflicting provisions of the Lease, as heretofore amended, and shall supplement the remaining provisions thereof. The Lease remains in full force and effect except to the extent amended by this Second Amendment.

3. Extension of Term. The Term of the Lease is hereby extended one (1) year. The extended term will commence on June 9, 2009 ("Extended Term"). June 8, 2010 shall hereafter be the "Expiration Date".

4. Rent During Extended Term. County shall pay to Lessor the monthly sums as rent to the Leased premises during the term of this Lease as indicated below:

Amount	Year
$15,128.93	06/09/09 – 06/08/10

5. Tenant Improvements. "Lessor" shall provide to "County" a Tenant Improvement allowance in the amount of ($1,500.00), one thousand, five hundred dollars. The Tenant Improvement allowance may be used in the form of a rent credit. The rent credit may be taken in one lump sum during the "Extended Term" and prior to the "Expiration Date".

6. This Second Amendment to Lease shall not be binding or consummated until its approval by the County's Board of Supervisors.

Date: _____

COUDURES FAMILY LIMITED PARTNERSHIP

By: _____
Darrell G. Smith, Vice President

COUNTY OF RIVERSIDE

By: _____
Jeff Stone, Chairman
Board of Supervisors

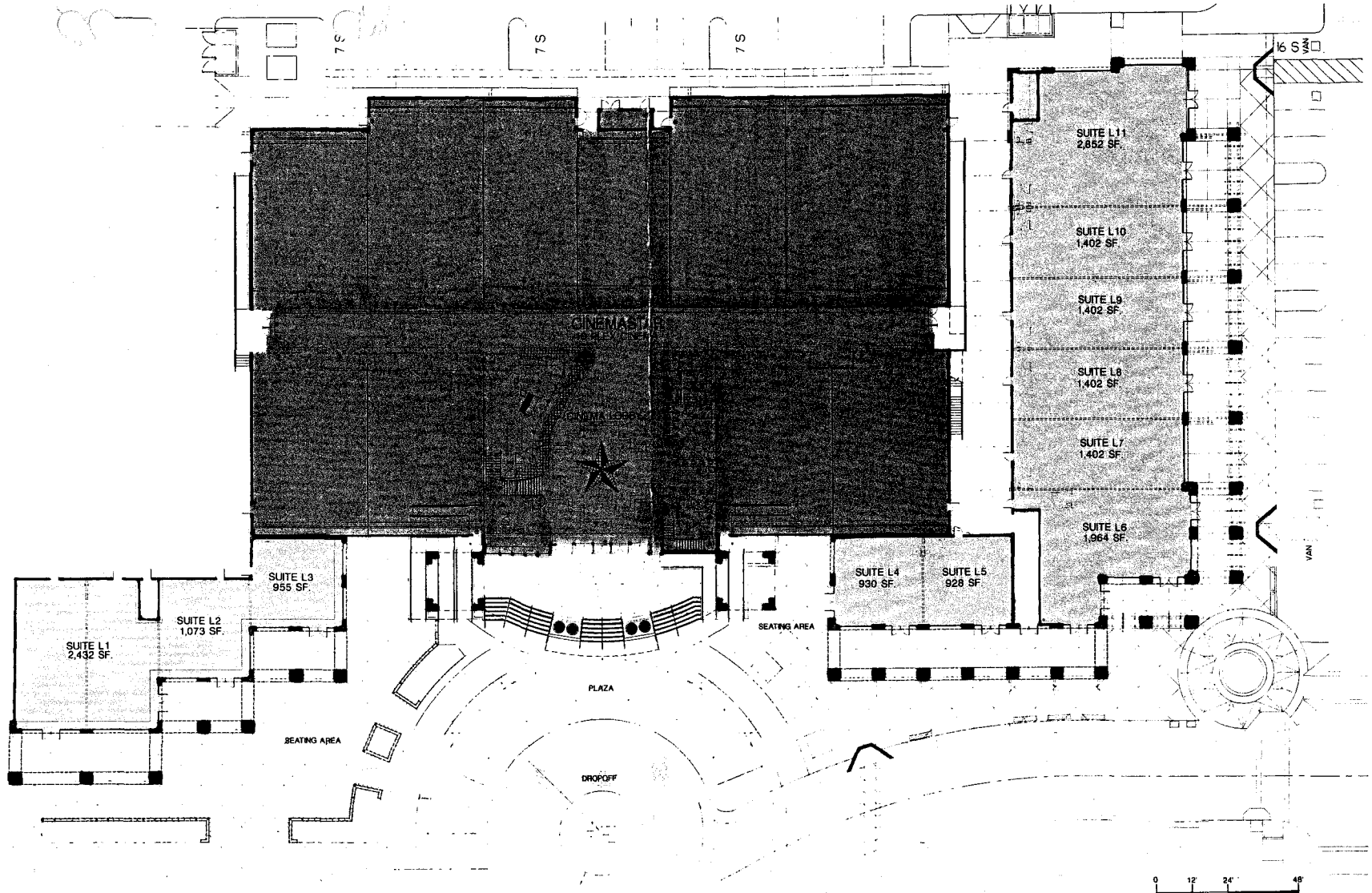
ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By: _____
Deputy

APPROVED AS TO FORM:
Pamela J. Walls
County Counsel

CC:ra
073009
12.332

By: Synthia M. Gunzel
Synthia M. Gunzel
Deputy County Counsel



PERRIS PLAZA

PERRIS, CALIFORNIA
COUDURES FAMILY PROPERTY

DEVELOPER CONSULTANT

LONG BEACH FINANCIAL SERVICES
MICHAEL MAAS & ASSOCIATES
1668 N. PERRIS BOULEVARD, SUITE F4 PERRIS, CALIFORNIA 92571
(909) 657-9710

EXHIBIT "A"

11-4-94

ARCHITECTURE, PLANNING:
MCLARAND VASQUEZ & PARTNERS INC.
695 TOWN CENTER DR. SUITE 300 COSTA MESA, CALIFORNIA 92626
(714)549-2207

HRP

CIVIL ENGINEERING:
ALBERT A. WEBB ASSOCIATES
3788 MCCRAY ST. RIVERSIDE, CALIFORNIA 92506
(909)686-1070

635

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

FROM: Economic Development Agency

SUBMITTAL DATE:
October 15, 2009

SUBJECT: Recommendations Regarding Identified Parking Issues

RECOMMENDED MOTION: Move that the Board of Supervisors:

1. Specify that the rates established by Parking Ordinance 626.7 apply to all county-owned parking structures, including City Parking Garage #6, the current DA structure, and the Downtown Law Building structure, as well as the CAC, 12th Street, and Riverside Centre parking structures;
2. Establish the Orange Street Parking Structure as the downtown county fleet vehicle parking structure, and direct that all fleet vehicles serving departments in the downtown area be parked in said structure with the exception of Transportation Department vehicles parked beneath the Transportation Engineering Facility at the corner of 14th Street and Orange Street, and allow for the practice of employees parking personal vehicles in the structure when using an assigned county fleet vehicle on county business;
3. Direct that, effective November 1, 2009, the Board-approved parking fees do not apply to county fleet vehicles parking in the Orange Street Parking Structure;

(Continued)

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA				
	Current F.Y. Total Cost:	$ 0	In Current Year Budget:	N/A
	Current F.Y. Net County Cost:	$ 0	Budget Adjustment:	N/A
	Annual Net County Cost:	$ 0	For Fiscal Year:	2009/10

SOURCE OF FUNDS: N/A

Positions To Be Deleted Per A-30 ☐

Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION:

APPROVE

BY: Jennifer L. Sargent

County Executive Office Signature

Dep't Recomm.: ☐ Consent ☒ Policy

Per Exec. Ofc.: ☐ Consent ☒ Policy

Departmental Concurrence

Prev. Agn. Ref.: 3.6, 10-6-2009
9.4, 3-25-2008

District: All

Agenda Number: 3.32

RECOMMENDED MOTION: (Continued)

4. Establish that county parking provided at the Downtown Law Building parking structure be allocated based upon building occupancy ratios attributable to county departments occupying space within the Downtown Law Building; and
5. Establish that, pursuant to Ordinance 626.7, EDA is the designated county agency responsible for overseeing all parking related issues, rates, enforcement, and management of all county owned parking structures and surface lots countywide.

BACKGROUND:

On October 6, 2009, the Economic Development Agency (EDA) brought forward a formal report to the Board of Supervisors (Agenda Item 3.6) regarding the provision of secure parking for District Attorney fleet vehicles in the downtown Orange Street Parking Structure. As part of that report, EDA recognized various issues pertaining to the current Board-approved parking ordinance (Ordinance 626.7) which require Board direction and clarification.

The first recommendation is that the Board direct that parking fees for personal vehicles apply to all county owned parking structures. The only exception shall be for private vehicles parking in the Orange Street Parking Structure, as further discussed below.

The second recommendation is that the Board establishes the Orange Street Parking Structure as a county fleet vehicle parking structure; however, employees would be able to park their personal vehicles in the structure when using an assigned county fleet vehicle on county business, provided that they park in the space designated for the fleet vehicle being checked out and properly display an EDA-issued hang tag. This would allow for ease of access to the county fleet vehicle by the county employee and a more productive use of employee time. Violators parking in the Orange Street Parking Structure will be subject to citation and other enforcement mechanisms specified in applicable laws, ordinances, and regulations.

The third recommendation is that the Board recognize that the Board-approved parking fees do not apply to county fleet vehicles parking in the Orange Street Parking Structure. The parking fees should only apply to privately owned vehicles parking within county operated parking structures and not county fleet vehicles. Since the Orange Street Parking Structure would be designated for the use of county departmental fleet vehicles, the parking fees would not apply to this parking facility.

The fourth recommendation is that the Board establish that county parking provided at the Downtown Law Building parking structure be allocated based upon building occupancy ratios attributable to county departments occupying space within the Downtown Law Building. This would be the most equitable allocation method of the facility's assigned parking and should ensure that adequate parking is available for the occupants of the Downtown Law Building.

Finally, based upon the recent merger of EDA and the Department of Facilities Management, it is recommended that the Board establish EDA as the official county agency responsible for overseeing all parking related issues, rates, and enforcement, as well as the management of all county owned parking structures and surface lots countywide. This will facilitate EDA's ability to work with other county departments and agencies to ensure that county owned surface lots and parking structures are maintained in a consistent manner. Also, this would promote safety conscious facilities by addressing the need for adequate lighting, cleanliness, and routine maintenance cycles to enhance each individual parking lot and structure's life cycle.

440

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

FROM: Economic Development Agency

SUBMITTAL DATE: September 25, 2009

SUBJECT: Receive and File Report on EDA Provided Secure Parking for District Attorney Fleet Vehicles in Downtown Riverside

RECOMMENDED MOTION: Move that the Board of Supervisors receive and file the report on EDA provided secure parking for District Attorney fleet vehicles in Downtown Riverside.

BACKGROUND:

The Economic Development Agency (EDA) has been working cooperatively with the District Attorney's Office (DA) to provide secured fleet parking for 80 additional carpool vehicles (for a total of 123 reserved parking stalls) to be located within the Orange Street Parking Structure. In order to accomplish this task and ensure that adequate parking was available to the DA within the Orange Street Parking Structure, EDA revamped its existing parking system to clearly designate this structure as a strictly permitted county fleet vehicle only facility. This was accomplished by resigning the structure to indicate it is strictly for county fleet vehicle use only. Also, EDA provided parking permit hang tags for county fleet vehicles assigned to park within the structure. The (Continued)

Dan Martinez for

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA				
	Current F.Y. Total Cost:	$ 0	In Current Year Budget:	N/A
	Current F.Y. Net County Cost:	$ 0	Budget Adjustment:	N/A
	Annual Net County Cost:	$ 0	For Fiscal Year:	2009/10

SOURCE OF FUNDS: N/A

Positions To Be Deleted Per A-30 ☐

Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION:

APPROVE

BY: Jennifer L. Sargent

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Stone, seconded by Supervisor Tavaglione and duly carried by unanimous vote, IT WAS ORDERED that the above matter is received and filed as recommended.

Ayes: Buster, Tavaglione, Stone and Ashley
Nays: None
Absent: None
Date: October 6, 2009
xc: EDA, COE

Kecia Harper-Ihem
Clerk of the Board
By: Deputy

Prev. Agn. Ref.: | **District:** All | **Agenda Number:**

Dep't Recomm.: ☒ Policy ☐ Consent
Per Exec. Ofc.: ☒ Policy ☐ Consent

Background: (Continued)

parking permit hang tags were distributed to all county departments assigned to park their fleet vehicles in this structure. Parking enforcement is scheduled to be implemented effective October 13, 2009, for non permitted violators discovered parking within the structure.

EDA delivered the DA's parking permit hang tags on Thursday, October 1 and advised DA staff that over 80 additional parking stalls within the structure (in addition to their existing 43 reserved fleet parking stalls) had been reserved for their use. The 80 additional reserved DA fleet parking stalls within the Orange Street Parking Structure were made available to the DA for immediate use on Monday, October 5.

Finally, EDA has identified the following issues regarding the current Board-approved parking ordinance which will require Board direction and clarification:

1. Should the current Board-approved monthly parking fee of $35 per vehicle per month for parking access within the county's downtown Riverside parking structures apply to county-owned fleet vehicles?
2. Currently, county employees park their personal vehicles in the Orange Street Parking Structure while using the county fleet vehicle on county business (at no cost to the employee). Should private vehicles owned by county employees be allowed to park in the Orange Street Parking Structure or should it be a county fleet vehicle facility only?
3. Should the current Board-approved reserved parking fee of $500 per year apply to county-owned fleet vehicles parking within the Orange Street Parking Structure?

EDA shall return to the Board under separate cover on October 27th to make formal recommendations and seek Board action regarding the above issues.

FORM APPROVED COUNTY COUNSEL
BY: MARSHA L. VICTOR DATE 10/8/07

Departmental Concurrence

Reviewed by CIP TEAM Christopher Hans

619

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

FROM: Economic Development Agency and Riverside County Information Technology

SUBMITTAL DATE: September 3, 2009

SUBJECT: Blythe Riverside County Information Technology Communications Facility

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify the attached architectural and engineering services agreement between the County of Riverside and Holt Architects of Rancho Mirage, California, in the amount of $36,480, plus a reimbursable allowance not to exceed $500, and authorize the Chairman to execute the agreement on behalf of the County; and

2. Authorize the Assistant County Executive Officer/EDA to administer the agreement in accordance with applicable Board policies.

BACKGROUND: (Commences on Page 2)

Matthew Frymire
Chief Information Officer

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA				
	Current F.Y. Total Cost:	$ 36,980	**In Current Year Budget:**	Yes
	Current F.Y. Net County Cost:	$ 0	**Budget Adjustment:**	No
	Annual Net County Cost:	$ 0	**For Fiscal Year:**	09/10

SOURCE OF FUNDS: RCIT Departmental Budget

Positions To Be Deleted Per A-30 ☐

Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION: APPROVE

BY: Jennifer L. Sargent

County Executive Office Signature

ATTACHMENTS FILED WITH THE CLERK OF THE BOARD

Dep't Recomm.: ☐ Consent ☒ Policy

Per Exec. Ofc.: ☐ Consent ☒ Policy

2007 SEP 11 PM 5:58

Prev. Agn. Ref.: 3.32, 12/18/07 | **District:** 4 | **Agenda Number:** 3.33

BACKGROUND:

The County of Riverside is proposing to construct a new Riverside County Information Technology (RCIT) Communications Facility in Blythe. The proposed project would be constructed on County owned property. The new facility will relocate RCIT technician services to create space for the new PSEC building and tower in Blythe. The project will include construction of a modular above-ground building, service bay and office area.

On December 18, 2007, the Board of Supervisors approved a pre-qualified list of architectural firms to be retained on an as-needed basis. Economic Development Agency (EDA) has selected Holt Architects from the pre-qualified list for the design, bidding assistance, and construction administration of the RCIT Communications Facility. Holt Architects was selected to provide these services due to their experience with projects of similar size and scope. County Counsel has approved the agreement as to legal form.

All associated costs pertaining to the agreement will be fully funded by RCIT Departmental Budget, thus no additional Net County Cost will be incurred as a result of this agreement.

OWNER/ARCHITECT AGREEMENT

BETWEEN COUNTY OF RIVERSIDE

AND

HOLT ARCHITECTS

BLYTHE RCIT COMMUNICATIONS FACILITY
FM08740003924

AGREEMENT FOR ARCHITECTURAL SERVICES

COUNTY OF RIVERSIDE, a political subdivision of the State of California, herein referred to as the "County", and Holt Architects, duly licensed as an Architect and/or Architectural Professional Corporation under the laws of the State of California, herein called "Architect", mutually agree as follows, effective as of July 9, 2009:

I. DESCRIPTION. The Architect shall render architectural and engineering services for all identified phases of the project to the County, for which the County shall pay the Architect, all as hereinafter provided, with relation to design and construction, under contract to be let on competitive bidding, of building and improvements, herein called "project", described and generally located as follows: FM08740003924 RCIT Communication Facility, (APNs 845-122-017 and 845-122-018) 249 N. Spring St, Blythe, CA

II. SCOPE OF WORK. The Architect shall perform all services and other activities necessary to design and prepare construction documents ready to advertise and receive bids for the project in accordance with the terms of this Agreement and as outlined in the attached Exhibit "A", incorporated herein and by this reference made part hereof.

III. ARCHITECT'S SERVICES. The Architect shall render the following services and related services as stipulated in Exhibit "A".

A. PROGRAMMING VERIFICATION: Including developing from provided information a list of space allocations and room/outdoor area(s) space data sheets. Work under this phase to be completed within two weeks of written authorization to proceed.

B. SCHEMATIC DESIGN: Consult with representatives of the County, examine site and surroundings, ascertain presently proposed and probable future functions and requirements of the project; prepare schematic design studies incorporating the program requirements including site plans, floor plans, elevations, sections and other drawings necessary to describe the project. Prepare an itemized preliminary budget for the project, including a construction cost estimate, estimates for essential or optional fixtures and improvements recommended for separate purchase or installation, including but not limited to such items as floor coverings, window equipment, and all items of cost necessary to the completion but not to be covered by construction contract. Prepare outline specifications in sufficient detail to permit an analysis of the proposed construction and building systems specified and a tabulation of both gross and assignable floor areas with a comparison to the initial program requirements. Submit schematic drawings and an estimated construction cost; make necessary revisions as required to meet the financial limitations and other needs of the County; submit a preliminary schedule for completion of the subsequent phases. Design studies shall accommodate County's space standards and systems furniture needs as required. Work under this phase to be completed within four weeks of written authorization to proceed.

C. DESIGN DEVELOPMENT: Develop from the schematic analysis, as approved, and submit to the County preliminary site plans, floor plans, elevations, cross-sections and other necessary drawings and specifications, to fix and illustrate the size and character of the project, including applicable essentials as to kind and quality of materials, type of structure, mechanical, electrical and sanitary systems, interior design and other fundamental information; present for the approval of the County a construction cost estimate, a revised schedule for completion of subsequent phases, apply for and obtain any necessary, preliminary approvals of public agencies. Work under this phase to be completed within four weeks of written authorization to proceed.

D. CONSTRUCTION CONTRACT DOCUMENTS: Prepare detailed construction contract drawings, all related specifications and construction cost estimate; prepare other necessary contract documents, using forms provided by the County, to include general conditions and supplementary general conditions, instructions to bidders, form of proposal, agreement, bonds, and notice inviting bids. Assist County in applying for those permits and approvals typically required by law for projects similar to the one for which Architect services are being engaged. Complete final contract documents and submit them for approval, ready to invite bids, including any recommended alternate bid provisions and period for construction, accompanied in writing with any recommended adjustments in estimated contract price and other budget items and schedule for completion of subsequent phases; recommend time until receipt of bids, and for completion. Work under this phase to be completed within six weeks of written authorization to proceed.

E. BIDDING: Solicit bids by direct communication with contractors, by means of usual trade publications and through construction bid plan rooms. Reproduce and issue drawings, specifications and other contract documents for bidding purposes; prepare and issue to all prospective bidders any necessary addenda not later than a reasonable period before the time fixed to receive bids, and submit the same for approval of the County before award of the contract; consult with and make specific recommendations to County concerning responsibility of bidders and proposed subcontractors and concerning acceptance or rejection of bids and alternate bids; thereafter give timely notice to County to issue the "Notice to Proceed" to the contractor to commence construction; promptly investigate requests of contractor for substitution of "equals" and make reports and recommendations to County.

F. CONSTRUCTION: Make periodic visits to the project and provide construction administration services and observation of the work to assist securing completion for general conformity with the contract documents including drawings and specifications; without guaranteeing performance by contractors, observe compliance with contract requirements by contractors, and promptly notify County of uncorrected noncompliance, substantial delays and observed deviations from requirements of the contract; perform functions required of the Architect by the terms of this Agreement for Architectural Services; coordinate and cooperate

with the Clerk of the Works or inspector provided by the County; interpret drawings and specifications; review and act on reports of results of materials and systems testing arranged for and paid by the County or contractor as provided in the contract documents; review and accept (or reject) all submittals by the contractor required by the contract documents including shop drawings, products, and data samples for conformance with design concept and contract documents; prepare a color and finish schedule and all revisions thereof; approve material samples for color and finish; recognize the need for, negotiate, prepare and seek timely approval of change orders, specifying therein what, if any, additional time for completion is to be allowed on account thereof; review contractor's applications for payment and recommend certificates for payment, with full or partial withholding where circumstances so indicate; at completion stage make thorough and complete visual observations of exposed "to" view elements, report observed deficiencies and ascertain substantial compliance; thereupon, and not before, promptly report to County the fact of completion accompanied by notice of completion prepared for execution of County on form supplied by or acceptable to County's legal adviser; prepare and make all reports as required for local, state and federal agencies and obtain necessary approvals or other clearances thereon; file with County any required written warranties submitted by the contractor; based on Architect's observations during construction, review and report opinion of accuracy and completeness of record drawings as such pertains to information that Architect has knowledge of such as Change Orders, Addendum, Interpretations or Clarifications prepared by Architect. and file with County the record drawings, and specifications prepared by the contractor and for which the contractor assumes sole responsibility for the accuracy and completeness thereof. The Architect shall not have the authority to stop the construction work for any reason. The Architect shall not have control or charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, fabrication, procurement, shipment, delivery or installation, or for safety precautions and programs in connection with the Work, for the acts or omissions of the contractors, subcontractors, suppliers, or any other persons performing any of the work, or for the failure of any of them to carry out the Work in accordance with the contract documents.

G. GUARANTY PERIOD: Consult with County's representatives and assist County in negotiations with contractors and subcontractors with reference to remedying defects of construction or unsatisfactory operation of the complete project or any of its parts, for a period of one year after acceptance of the project.

H. EXTRA WORK: Extra work shall be performed only when requested or approved by the County in writing, after written notice from the Architect as to the estimated cost thereof. Extra work shall include, but not be limited to:

1. Prepare planning surveys and special analyses of the owner's needs, In addition to the base requirements of the contract, to clarify requirements of the project when requested by the owner.

2. Prepare measured drawings of existing construction when required for planning additions or alterations thereto.

3. Revising previously approved drawings or specifications to accomplish changes ordered by the County.

4. Consultation concerning replacement of any work damaged by fire or other cause during construction and furnishing professional services as may be required in connection with the replacement of such work.

5. Arranging for the work to proceed should the contractor default due to delinquency or insolvency.

6. Providing contract administration and observation of construction should the original construction contract time be exceeded by 60 days through no fault of the Architect.

7. Conducting an observation of the project prior to expiration of the guarantee period and reporting observed discrepancies under guarantees provided by the construction contract, if requested by the owner.

8. Preparing drawings and/or specifications for correction of defects of construction discovered after completion, or letting contracts or observation of construction thereunder, preparing for or participating in litigation arising out of the construction contract or defects of construction, whether before or after completion, or the enforcement of guarantees or warranties.

9. Preparation of drawing for remodeling of existing facilities, if applicable.

IV. ARCHITECT'S COMPENSATION

A. Determination of Amount

1. For the services hereinabove required the County shall pay to the Architect, in the manner hereinafter provided, a lump sum fee of thirty-six thousand four hundred and eighty ($36,480) dollars, and shall be paid as provided in paragraph IV.C. Payment.

2. The Construction Contract Budget (which includes trade contracts and general conditions has been determined by the County and until revised by the County shall be deemed to be two hundred thirty thousand six hundred ($230,600) dollars. The Architect's compensation in Section IV, A, I

above, shall include design services necessary for the joint development of the information technology (IT) systems with the County's Information Technology Department.

3. If the accepted bid amount is higher or lower than the construction cost stipulated above, the Architect's fee will not be changed, except for increases in scope of work which will be compensated per terms outlined below in IV.B. Additional Services.

4. Authorized reimbursable expenses shall be paid at consultant's cost, plus 10%. Authorized reimbursable expenses are as follows, and shall not exceed: $500.

   a. Expenses for travel outside the Riverside County area provided, however, that such travel is authorized in advance by the County.
   b. Expenses for postage of drawings and specifications.
   c. Direct cost of models, renderings, prints, photographs or other reproduction authorized by the County.

B. Additional Services

1. Payments for additional services authorized by the Board shall be made upon acceptance of said services by Facilities Management Director and in accordance with one of the following as determined by the Facilities Management Director:

   a. By negotiation between County and Architect.

   b. By Hourly rates for time expended by Architect's personnel in accordance with Hourly Rate Schedule attached to this Agreement as Exhibit "B".

   c. The Architect shall not be entitled to additional fee for deductive change orders nor shall his fee be reduced due to deductive change orders.

2. The compensation herein provided shall be full payment to the Architect for all services rendered by him and all persons engaged or employed by him in the performance of this agreement, and no additional payment or reimbursement shall be made therefore or for any travel or other expenses incurred by the Architect or such persons, except as may be specifically provided in writing between the parties.

3. No deduction from the Architect's compensation shall be made on account of any sum withheld from a contractor.

C. Payment

1. The County shall pay the Architect, upon his itemized statement (with backup documentation upon request), for completed and approved services under this agreement in the various phases. (See Exhibit "A".) The Architect shall be entitled to invoice monthly based on percentage complete of work.

a. Program Verification ----------$0.00

b. Schematic Design ----------$5,472.00

c. Design Development----------$7,296.00

d. Construction Documents 50% of lump sum. ----------$7,296.00

e. Construction Documents 100% of lump sum. ---------- $7,296.00

f. Bidding----------$1,824.00

g. Construction Administration----------$7,296.00
Invoiced in equal monthly installments from the start of construction.

h. Close out----------$0.00
Invoiced upon acceptance and approval of the following:

Punch list development and monitoring of completion of punch list items; collection of warranties; collection of operation and maintenance manuals; operations and security walk through; staff instructions/training (if desired); and preparation of record drawings (As-Builts)

i. For extra work authorized by the County, the compensation shall be payable during the month following that in which the work was performed and approved by the County unless other specific methods of payment have been agreed upon between the parties.

2. County agrees that timely payment is a material part of the consideration of this agreement. The County shall review submitted invoices and within 14 calendar days of receipt notify Architect in writing of questions or disputed amounts. Within 30 calendar days from the day the County receives an invoice, the County shall make payment of all amounts due, which have not

been previously identified as a disputed amount and remain unresolved.

V. DUTIES OF ARCHITECT

A. Upon execution hereof, the Architect shall proceed with the work in accordance with Exhibit "A", each phase shall be approved in writing by the County and a Notice to Proceed issued prior to commencing subsequent phases.

B. The Architect's work on each phase shall be performed in such manner and form as will to the extent within the control of the Architect receive approval of any local, state or federal agency having jurisdiction to approve the same, and he shall furnish all architectural and engineering information and data necessary to meet the requirements of such agency or agencies in order to secure approval to construct the project or for financial aid in connection therewith, if requested to do so by the County. However, the Architect shall not be required to sign any documents, no matter by whom requested, that would result in the Architect having to certify, guarantee or warrant the existence of conditions whose existence the Architect cannot ascertain.

C. If the lowest responsible construction bid for the project exceeds the adjusted estimated cost of construction by 10%, the Architect shall, upon request from the County, revise the construction documents, without cost to the County, so as to bring the cost of the project within said adjusted cost estimate without program alteration, and shall prepare the necessary documents to invite further bids, and in a like manner shall furnish revised construction documents in the same manner initially required herein. However, if the County elects to award a construction contract even though the responsible low bid exceeds the adjusted estimated cost of construction, the Architect's fee shall not be increased. If bidding has not commenced within three months after the Architect submits the proposed contract documents to the County, any of the estimated cost of construction shall be adjusted to reflect any change in the general level of prices which may have occurred in the industry between date of submission of the contract documents to the County and the date on which proposals are sought.

D. The Architect shall obtain employ or engage all engineers, consultants or other individuals or firm necessary to enable him to perform the services under this agreement through all phases of the project, and shall be responsible for their compensation, including but not limited to structural engineers, mechanical engineers, electrical engineers, civil engineers, landscape architects, and interior design consultants.

E. The Architect shall obtain and maintain during the term of performance of this Agreement workers' compensation insurance in accordance with statutory requirements.

F. The Architect shall deal directly with the duly appointed Project Manager from

Facilities Management in all matters pertaining to the project construction.

VI. DUTIES OF THE OWNER

A. The County shall make available to the Architect all information which may be requested in order to perform the services required of him under this agreement, including space requirements, space standards, functions and uses proposed for all proposed occupancies. The Architect may rely upon the accuracy and completeness of all information provided by the County including, but not limited to surveys, tests, and reports. The Architect shall advise the County of any known errors, inconsistencies, or problems they may observe in such information.

B. The County shall furnish the Architect with an engineering site survey and topography of the property upon which the project is to be constructed. Such survey shall be prepared by a licensed surveyor or registered civil engineer and shall indicate existing structures, land features, improvements, public utility and public service installations, elevations, boundary dimensions, easements and other matters usual to such surveys, and such other items as may be requested by the Architect. The survey shall be provided as soon as possible after award of the contract.

C. The County shall pay all fees required by any state or federal agency for filing and checking any of the work of the Architect or Architect's consultants. The County shall also pay such fees as shall be necessary to secure building and related permits for the work from governmental agencies.

D. During such portion of the construction period as the County deems necessary, the County shall provide and compensate the Clerk of the Works or other building inspectors, who shall provide code interpretation and compliance with the construction documents inspection.

E. The County shall promptly consider and act upon such written requests or recommendations of the Architect as may be necessary to proceed with the progress of construction.

F. The Architect shall provide plans for systems furniture when the furniture is included in the project. The County shall engage a systems furniture consultant to work directly with the Architect to develop floor plans, including requirements for electric power, lighting and communication systems in the project.

G. The County agrees that the General Contractor is solely responsible for jobsite safety, and warrants that this intent shall be made evident in the agreement between the County and the General Contractor. The County also agrees that the County, Architect and Architect's consultants shall be indemnified and named as

additional insured under the General Contractor's General Liability Insurance Policy.

H. If the County's Project Manager observes or otherwise becomes aware of any fault or defect in the Project or nonconformance with the Contract Documents, prompt written notice thereof shall be given by the County to the Architect.

VII. DOCUMENTS

A. The Owner acknowledges that the Architect's reports, drawings, specifications, field data, field notes, laboratory test data, calculations, estimates and other similar documents are instruments of professional service, not products. Although ownership of such documents normally is retained by the Architect they nonetheless shall in this instance become upon their creation the property of the County whether the Project is constructed or not. The Architect will however retain the copyright to such documents The County may use the design documents and the designs depicted in them, without the Architect's consent, in connection with the Project, or other County Projects, including, without limitation, future additions, alterations, connections, repairs, information, reference, use or occupancy of the Project(s). Any reuse of the documents by County without the written consent of the Architect shall be at County's sole risk and without liability or legal exposure to the Architect, and County shall indemnify, defend and hold the Architect harmless from any claims or losses arising out of such use of the design documents by the County.

B. Upon completion of each of the Phases described in Exhibit "A", the Architect shall furnish to the County four (4) copies of all documents for that phase. Upon approval thereof by the County, the Architect shall furnish one reproducible set along with a CD in ACAD of construction documents.

VIII. INSURANCE – Without limiting or diminishing ARCHITECT'S obligation to indemnify and hold the COUNTY harmless, ARCHITECT shall procure and maintain, or cause to be maintained at its sole cost and expense, the following insurance coverage during the term of this Agreement:

a. **Workers' Compensation:**

If ARCHITECT has employees as defined by the State of California, ARCHITECT shall maintain 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 the County and, if applicable, provide a Borrowed Servant/Alternate Employer Endorsement.

b. **Commercial General Liability:**

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products/completed operations if applicable, personal and advertising injury covering claims that arise from or out of ARCHITECT'S operations, use and management of the premises, or the performance of its obligations hereunder. Policy shall name, by Policy

Endorsement, the County of Riverside its Agencies, Districts, Departments and Special Districts, their respective Directors, Officers, Board of Supervisors, employees, elected and appointed officials as Additional Insureds. Policy limits shall not be less than $2,000,000 per occurrence combined single limits. If Policy 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 any vehicle or mobile equipment is used in the performance of the obligations under this Agreement, ARCHITECT shall maintain liability insurance for all owned, non-owned and hired vehicles in an amount not less than $1,000,000 per occurrence combined single limit. Policy shall name, by Policy Endorsement, the County of Riverside its Agencies, Districts, Departments and Special Districts, their respective Directors, Officers, Board of Supervisors, employees, elected and appointed officials as Additional Insureds. If Policy 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 be Endorsed to name the County as Additional Insured.

d. **Property (Physical Damage):**

All-Risk personal property insurance coverage for the full replacement value of all ARCHITECT'S equipment, systems, structures and improvements/alterations if any including property in the ARCHITECT'S Care, Custody, and Control used on County premises, or used in any way connected with the accomplishment of the work or performance of services under this Agreement.

e. **Professional Liability:**

ARCHITECT shall maintain Professional Liability Insurance providing coverage for performance of 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. If ARCHITECT's Professional Liability Insurance is written on a claims-made basis (Project Specific) rather than an occurrence basis, such insurance shall continue through the term of this Agreement. Upon termination of this Agreement, or the expiration or cancellation of the claims made insurance policy, ARCHITECT shall purchase at its 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 ARCHITECT has maintained continuous coverage with the same or original insurer. Coverage provided under items 1), 2), or 3) will continue for a period of five (5) years beyond the termination of this Agreement.

f. **General Insurance Provisions - All lines:**

(1) Any insurance carrier providing insurance coverage hereunder shall be admitted or approved to the State of California unless waived, in writing, by the County Risk Manager. Carrier(s) shall have an A.M. BEST rating of not less than an A:VII. Insurance deductibles or self-insured retentions must be declared by the carrier(s), and such deductibles and retentions shall have the prior written consent from the County Risk Manager.

(2) Cause its insurance carrier(s) to furnish the County of Riverside with a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein,. Further, said Certificates(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any, cancellation, expiration or reduction of such insurance. In the event of, cancellation, expiration or reduction, this Agreement may be terminated by the County forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements evidencing coverage set forth herein and the insurance required herein is in full force and effect. **ARCHITECT shall not commence operations under this Agreement until the County of Riverside has been furnished original Certificate(s) of Insurance and all required endorsements. Upon County's request, ARCHITECT shall make available for inspection copies of ARCHITECT's insurance policies.**

(3) It is understood and agreed to by the parties hereto and the insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary, and the County's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

(4) ARCHITECT shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

IX. INDEMNITY AND HOLD HARMLESS – The ARCHITECT agrees to and shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Departments and Special Districts, their respective directors, officers, Board of Supervisors, elected and appointed officials and employees (hereinafter individually and collectively referred to as "Indemnitees") from all liability, including, but not limited to loss, suits, claims, demands, actions, or proceedings to the extent caused by any alleged or actual negligence, recklessness, willful

misconduct, error or omission of ARCHITECT, its directors, officers, partners, employees, agents or representatives or any person or organization for whom ARCHITECT is responsible, arising out of or from the performance of services under this Agreement.

As respects each and every indemnification herein ARCHITECT shall defend and pay, at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, and defense and settlements or awards against the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials and employees.

With respect to any action or claim subject to indemnification herein by ARCHITECT, ARCHITECT shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes ARCHITECT'S indemnification to Indemnitees as set forth herein.

ARCHITECT'S obligation hereunder shall be satisfied when ARCHITECT has provided to Indemnitees the appropriate form of dismissal relieving Indemnitees from any liability for the action or claim involved.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe ARCHITECT'S obligations to indemnify and hold harmless Indemnitees from third party claims.

In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the ARCHITECT from indemnifying the COUNTY to the fullest extent allowed by law.

X. TERMINATION

A. The County shall have the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days prior written notice. Upon receipt of notice, the Architect shall immediately discontinue work and cancel all outstanding commitments for material, equipment or subcontractors that may be cancelled without undue cost. Architect shall notify County of commitments that cannot be cancelled without undue cost and County shall have the right to determine the best course of action. Subject to compliance with the foregoing and all other provisions of this Agreement, County shall pay to Architect reasonable and proper termination charges which shall not include anticipated profit. County shall be entitled to all material specifically accumulated for the work and included in the above costs. The County shall further compensate Architect for actual services performed in accordance with this Agreement, through the date of termination. Architect shall provide documentation deemed adequate by County to show the services actually completed and costs incurred by Architect.

B. This Agreement may be terminated by either the Architect or the County upon

seven (7) days written notice to the other party, in the event of substantial failure of performance by the other party or upon County's election to abandon or indefinitely postpone the project. Upon the giving of a notice to terminate by either Party, the other Party shall have the opportunity to cure the deficiency giving rise to the notice within such seven (7) day period. In the event the County elects to abandon or indefinitely postpone the project and gives such seven (7) day notice to Architect of termination, the County shall make a lump sum payment for all services performed to date of written notice a total amount which bears the same ratio to the total maximum fee otherwise payable under this Agreement as the services actually performed bear to the total services necessary for performance of this Agreement.

C. Notwithstanding any of the provisions of this Agreement, the Architect's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon the Architect's bankruptcy, or in the event of fraud, dishonesty, or willful or material breach of this Agreement by the Architect or at County's election, in the event of the Architect's unwillingness or inability for any reason whatsoever to perform the duties hereunder. In such event, the Architect shall be entitled to no further compensation under this agreement except for services actually rendered, it being the intent that the Architect shall be paid as specified only during such period that the Architect shall, in fact, perform the duties hereunder.

XI. MISCELLANEOUS PROVISIONS

A. Unless otherwise required by the County prior to commencement of the work in, the construction documents shall be prepared so that all of the work on the project will be executed under a single construction contract, but the County may request the Architect to provide for one or more alternate proposals whereby a reasonably severable portion or portions of the project may be bid as additive alternates in the event the County requests that any portion of the work be bid as additive alternates. The Architect shall not be entitled to any extra compensation for such work. If the additive alternates are let as separate construction contracts, The County and the Architect shall agree on the nature and extent thereof and additional services, if any, will be authorized the Architect in connection therewith.

B. Unless otherwise specified by the County, soil and materials testing, usual and necessary for the proper performance of the Architect's work or the adequate construction of the project, shall be obtained by the County.

C. The Architect shall consult with the County's legal adviser on legal matters affecting the County in relation to the drawings, specifications and contract documents and the relationship between County and contractor when requested by the County. The Architect shall submit for the County's legal advisers review, and correction if required, for approval as to legality or form, the contract documents and specifications (but not the drawings in the absence of a request therefor or of any specific legal problem therein), addenda (other than for correction of minor errors or

minor omissions in the drawings or specifications), change orders and other documents which may have legal implications or legal consequences to the County. Such documents shall be submitted in time reasonably to permit their review and advice to the County before the County shall act thereon, and in sufficient quantity to permit said legal adviser to retain one copy thereof if he so desires.

D. The Facilities Management Director, or a designated assistant, shall represent the County initially in any informal discussions or conferences with the Architect preliminary to or not requiring the action of the County's governing body, unless the County shall designate some other person or persons for that purpose. A written summary of conclusions reached at any such conference may be required of the Architect by the County's representative.

E. This agreement shall not be assignable by the Architect as to any rights or duties thereunder without the prior written consent of the County, and any assignment attempted in violation of this provision, or any involuntary assignment, shall give the County cause to terminate and cancel this agreement the same as for a breach thereof. In other respects this agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties.

F. Any notice or communication under this agreement shall be transmitted to the Facilities Management Director or a designated assistant and to the Architect at the address shown under their signature, subject to change at any time by written notice form either party to the other.

G. Release of Information to the Public: The Architect shall consider all information regarding the Project as confidential information. Any request for information from others shall be directed to the County.

H. The following shall apply to all construction change orders:

1. Work performed by the Architect or his consultants to clarify or explain a detail or condition in the drawing and/or specifications, the work will be considered an element of Architect's services and no payment for extra services will be made.

2. For other change orders required by the County, the Architect shall be paid in accordance with the provisions of section for Extra Work for the cost for the services performed, regardless of an additive or deductive price for the change order.

I. Construction Period Site Visits/Communication:

1. It is the intention of the County to schedule weekly job-site visits. There may be occasions when fewer will suffice. There may be occasions where more will be required. The Architect agrees either to be in attendance at

these meetings, or alternatively to have his architectural consultant and/or those other consultants he considers to be appropriate in attendance.

2. The Architect shall be allowed the option of providing on site services in lieu of in-office services for the express purpose of expediting the interpretation of drawings, processing of shop drawings and processing of clarification requests. The additional on-site time shall not be interpreted by the parties as any increased responsibility for actual construction observation.

J. The laws of the State of California will govern the validity of this Agreement, its interpretation and performance. Litigation arising from this Agreement shall be brought in California Courts. The prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees and other related expenses.

K. It is acknowledged by both parties that the Architect's scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event the Architect or any other party encounters asbestos or hazardous or toxic materials at the jobsite, or should it become known in any way that such materials may be present at the jobsite or any adjacent areas that may affect the performance of the Architect's services, the Architect may, at the Architect's option and without liability for consequential or any other damages, suspend performance of services on the project until the County retains appropriate specialist consultants or contractors to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrant that the jobsite is in full compliance with applicable laws and regulations.

L. Notwithstanding anything in this Agreement, the Architect, including the Architect's subconsultants, if any, shall not be responsible hereunder for any delay, default or nonperformance of this Agreement, if and to the extent that such delay, default or nonperformance is caused by an act of God, weather, accident, labor strike, fire, explosion, riot, war, rebellion, terrorist activity, sabotage, flood, epidemic, act of government authority in its sovereign capacity, labor, material, equipment or supply shortage, or any other cause beyond the reasonable control of such party.

IN WITNESS HEREOF, the parties hereto have executed this agreement on _____.
(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL
_____
Deputy Director
Design & Construction Division
Facilities Management
Address: 3133 Mission Inn Ave.
Riverside, CA 92507

ATTEST:
Nancy Romero
Clerk of the Board

By_____
Deputy

(SEAL)

OWNER
COUNTY OF RIVERSIDE

_____
Chairperson, Board of Supervisors

ARCHITECT
Holt Architects

_____
By _____
Title PRESIDENT
By _____
Title VICE PRESIDENT
Address 70225 Hwy 111, STE D
Rancho Mirage, CA 92270
Phone No. 760 328 5280

Dated_____

FORM APPROVED COUNTY COUNSEL
BY: _____ 10/8/09
MARSHA L. VICTOR DATE

552

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

FROM: Fire Department ~ OES

SUBMITTAL DATE:
October 20, 2009

SUBJECT: FY09 US Department of Homeland Security Grant Program Acceptance of Award and Approved Projects

RECOMMENDED MOTION: that the Board of Supervisors:

1. Adopt resolution 2009-297 accepting the FY09 Homeland Security Grant Program (HSGP) award and projects;
2. Accept the FY09 HSGP award in the amount of $4,555,177 on behalf of the Riverside County Operational Area (OA) and;
3. Authorize the Auditor-Controller to make budget adjustments as outlined in the Schedule A

BACKGROUND: On June 9, 2009 the County Board of Supervisors passed Agenda 3.21 allowing application and designating Authorized Agents for the FY09 HSGP. The California Emergency Management Agency has awarded the Riverside County OA federal pass-through funding in the amount of $4,555,177 to enhance local agencies and jurisdictions abilities to prevent, deter, respond to and recover from threats and incidents of terrorism and catastrophic events. The HSGP grant award includes both State Homeland Security Funding (SHSGP) and Metropolitan Medical Response Systems (MMRS) funding. The MMRS funds are available only to the county's Department of Public Health. The lead agency for the HSGP grant, on behalf of the OA, is Riverside County Fire – OES.

By Peter Lent, Deputy Director ~ OES
For John R. Hawkins, County Fire Chief

FINANCIAL DATA				
	Current F.Y. Total Cost:	$ 1,669,974	In Current Year Budget:	No
	Current F.Y. Net County Cost:	$ N/A	Budget Adjustment:	Yes
	Annual Net County Cost:	$ N/A	For Fiscal Year:	09/10

SOURCE OF FUNDS: 100% Federal Funding

Positions To Be Deleted Per A-30 ☐

Requires 4/5 Vote ☒

C.E.O. RECOMMENDATION: APPROVE

BY: Robert Tremaine

County Executive Office Signature

FISCAL PROCEDURES APPROVED
ROBERT E. BYRD, AUDITOR-CONTROLLER
BY SAMUEL WONG DATE 10/7/09

FORM APPROVED COUNTY COUNSEL
BY: SYNTHIA M. GUNZEL DATE 10-7-09

Dep't Recomm.: ☐ Consent ☐ Policy
Per Exec. Ofc.: ☐ Consent ☑ Policy

Prev. Agn. Ref.: 3.21(6/9/09) | **District:** All | **Agenda Number:** 3.34

BACKGROUND (continued)

The County Board of Supervisors appointed the Anti Terrorism Approval Authority (ATAA) on December 18, 2002 (3.26) to review all funding requests in order to determine the utilization of the HSGP funding. In the FY09 application process 3 County Agencies, 3 Special Districts, 2 Tribes and 16 cities submitted applications to ATAA as individual agencies or as part of an agency. The final application recommended by ATAA and submitted to the State included 15 projects among 29 Cities/Agencies. The funding distribution is as follows:

Community Health Agency	$1,166,887
Riverside County Sheriff	$421,980
Riverside County Fire	$431,315
Riverside County OES	$1,238,659
Beaumont	$47,352
Blythe	$5,240
Cathedral City	$144,391
Corona	$123,241
Desert Hot Springs	$212,100
Hemet	$13,937
Idyllwild Fire	$13,937
Indio	$248,611
La Quinta	$5,669
Lk Elsinore	$6,573
Menifee	$8,974
Morongo Fire	$13,937
Murrieta	$27,157
Moreno Valley	$24,264
Norco	$13,937
Palm Desert	$6,718
Palm Springs	$156,431
Pechanga	$13,937
Perris	$7,074
Rancho Mirage	$2,251
RCC	$54,000
Riverside	$125,461
San Jacinto	$4,700
Temecula	$13,336
Wildomar	$3,108

FINANCIAL INFORMATION:

100% Federal Funding

TO:	Board of Supervisors	**DATE:**	October 20, 2009
SUBJECT:	FY09 Homeland Security Grant Program	**PAGE:**	3

Schedule A

Fire Department

Increase Appropriations		
10000-2700200000-527780	Special Program Expenses	$1,669,974
	Total	$1,669,974

Increase Estimated Revenue:		
10000-2700200000-767220	Fed-Other Operating Grants	$1,669,974

RESOLUTION NO. 2009-297

RESOLUTION REGARDING ACCEPTANCE OF AWARD AND PROJECTS UNDER THE FY09 HOMELAND SECURITY GRANT PROGRAM

BE IT RESOLVED AND ORDERED by the Board of Supervisors of the County of Riverside, State of California, in regular session on October 20, 2009, accept the FY09 Homeland Security Grant Program (HSGP) application award and projects submitted by Riverside County that were reviewed and approved by the Anti Terrorism Approval Authority, appointed by the Board of Supervisors on December 18, 2002 (3.26). The FY09 HSGP award in the amount of $4,555,177 includes the following projects:

Project A:	Interoperable Communications Equipment
Project B:	Catastrophic Planning and Needs Assessment
Project C:	CERT training and Equipment
Project D:	Mass Care and Shelter Equipment
Project E:	CHOG Equipment, Training, and Exercises
Project F:	Regional Training Project (RTP)
Project G:	Mobile Command Vehicle Equipment
Project H:	Pharmaceuticals – Anti Virals
Project I:	Vehicle Locator
Project J:	Urban Search & Rescue Equipment
Project K:	Web EOC/Hazus
Project L:	Bomb Squad Equipment & Training
Project M:	Scenario Village Course Development
Project N:	Management and Administration (M&A)
Project O:	Metropolitan Medical Response Systems (MMRS)

FORM APPROVED COUNTY COUNSEL
BY: Synthia M. Gunzel 10-7-09
SYNTHIA M. GUNZEL DATE

6.12A

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

FROM: Human Resources Department

SUBMITTAL DATE:
October 8, 2009

SUBJECT: 2010 Local Advantage Plus and Local Advantage Blythe Dental Plans - Summary Plan Document and Fee Schedule

RECOMMENDED MOTION: That the Board 1) approve the revised Summary Plan Documents for the Local Advantage Plus and Local Advantage Blythe Dental plans (Attachment "A"); 2) approve the Local Advantage Fee Schedule, for the period of January 1 through December 31, 2010 (Exhibit "1"); 3) authorize the chairperson to sign four (4) copies of the document; and 4) retain one (1) copy of the signed document and return three (3) copies to Human Resources for distribution.

BACKGROUND: The Local Advantage Plus and Local Advantage Blythe Dental plans are County self-insured dental plan options administered by American Dental Professional Services (ADPS). Originally contracted with the County in January 1999, the Local Advantage Plus and Local Advantage Blythe Dental plans are competitive alternatives to the County's other dental plan options.

Ronald W. Komers
Asst. County Executive Officer/Human Resources Dir.

FINANCIAL DATA				
	Current F.Y. Total Cost:	$ 0	**In Current Year Budget:**	Yes
	Current F.Y. Net County Cost:	$ 0	**Budget Adjustment:**	No
	Annual Net County Cost:	$ 0	**For Fiscal Year:**	2009/10

SOURCE OF FUNDS: Employee and Retiree Dental Insurance Premiums

Positions To Be Deleted Per A-30 ☐

Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION:

APPROVE

BY: Karen L. Johnson

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
BY: TAWNY V. LIEU DATE 10/13/09

Departmental Concurrence

☒ Policy ☐ Consent

☒ Policy ☐ Consent

Dep't Recomm.:

Per Exec. Ofc.:

Prev. Agn. Ref.: | **District:** | **Agenda Number:** 3.35

G:\EXEC\Form 11\Benefits\Local Advantage Plus and Blythe SPD 2010.doc

ATTACHMENTS FILED WITH THE CLERK OF THE BOARD

BACKGROUND (continued):

The 2010-2011 Summary Plan Document, Attachment "A" has been revised to clarify services and provide guidance for employees and their covered dependents regarding plan benefits. Plan limitations and exclusions were clarified to state provisions for:

- Out-of-network Pediatric Dentist, as an excluded benefit;
- Specialty services covered at 50%, the benefit level was not previously stated;
- Surgical Implants as an excluded benefit; and
- General Anesthesia as a covered benefit when used for a covered oral surgery procedure.

The provider reimbursement fee schedule listed as Exhibit "1" has been revised to incorporate American Dental Associations (ADA) procedure code changes and ensure ADPS administers the County's dental plans in compliance with ADA guidelines.

There is no direct cost to the County associated with the recommended action, employees and retirees pay premiums for the services.

ATTACHMENT "A"

LOCAL ADVANTAGE PLUS
LOCAL ADVANTAGE BLYTHE
DENTAL PLANS

SUMMARY PLAN DOCUMENT

APPROVED FOR PLAN YEARS 2010 - 2011

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INTRODUCTION

The plan is specifically designed by the County of Riverside for County of Riverside employees and their eligible dependents. This Dental Plan provides dental care services through a network of participating dentists and dental groups throughout the County of Riverside. The plan benefits include extensive coverage to meet your dental care needs such as preventative care, restorative services, specialty services, and orthodontia. This Summary Plan Document provides a detailed description of how this plan works and the coverage provided to you. Detailed benefit explanations are included along with an explanation of your responsibilities as a member of this plan.

The plan provides certain services at no charge to you. For other procedures, you pay a co-payment at the time the services are received.

Benefits/Coverage/Claims Questions

If you have any questions about your benefits under this plan, or how the plan works, a representative is available to answer your questions at the office of the plan's Claims Administrator. This office can be reached at: **888-540-9488**

Dental Provider/Network Questions

If you require information about a specific network dentist, or you wish to speak to someone about your network dentist, or you have questions about the network in general, a representative is available to answer your questions at the office of the plan's Claims Administrator. This office can be reached at: **1-888-540-9488.**

This Summary Plan Document will be the primary governing document for all plan coverage decisions and will be the basis for final determination for the provision of benefits. This plan is intended to comply with all laws and regulations that are applicable whether or not specifically described in this Summary Plan Document.

DENTAL PLAN ADDRESSES AND TELEPHONE NUMBERS

Dental Plan Claims Administrator/Member Services:
American Dental Professional Services
9054 N. Deerbrook Trail
Milwaukee, WI 53223
888-540-9488

DEFINITIONS

Annual Enrollment - a period of time established by County of Riverside during which eligible employees and retirees may enroll in a dental plan.

Benefits (Covered Services) - those services which a member is entitled to receive pursuant to the terms of the Dental Plan.

Calendar Year - a period beginning at 12:01 a.m. on January 1 and ending at 12:01 a.m. January 1 of the following year.

Categories of Benefits:

- Diagnostic - procedures to help the dentist evaluate your dental health to determine necessary treatment.
- Preventative - procedures to prevent dental disease (cleanings, for example).
- Restorative - procedures necessary to restore the teeth (other than crowns or cast restorations)
- Minor Restorative - oral surgery, endodontic (root canals), and periodontic (gum) procedures.
- Major Restorative - crowns and cast restorations (caps, veneers, inlays and onlays).
- Prosthodontic - procedures involving bridges and dentures to replace missing teeth.
- Orthodontic - procedures involving appliances (such as braces) or surgery to realign teeth and/or jaws which otherwise do not function properly.

Co-payment - the member's share of the costs to be paid at the time services are received.

Covered Services - those dental services to which the Plan will apply benefit payments, according to the Summary Plan Document.

Dental Plan - Local Advantage Dental Plan.

Eligible Dependent - any of the dependents of an eligible employee who are eligible to enroll for benefits in accordance with the conditions of eligibility outlined in this booklet.

Eligible Employee - any group member or employee who is eligible to enroll for benefits in accordance with the conditions of eligibility outlined in this booklet.

Employer - County of Riverside.

Exclusion - any dental or other treatment for a condition for which the Plan provides no coverage.

Experimental or Investigational - any treatment, therapy, procedure, drug or drug usage, facility or facility usage, equipment or equipment usage, device or device usage, or supplies which are not recognized as being in accordance with generally accepted professional dental standards, or if safety and efficacy have not been determined for use in the treatment of a particular illness, injury or dental condition for which it is recommended or prescribed.

Maximum - the greatest dollar amount the Plan will pay for covered procedures in any calendar year, or lifetime orthodontic benefits.

Medicare - the programs of medical care coverage set forth in Title XVIII of the Social Security Act, as amended by Public Law 89-97, or as thereafter amended.

Member - an employee, retiree or family member enrolled under this Dental Plan.

Network - the dentists and dental groups which are contracting with the Plan to provide its members with treatment and services.

Participating Dentist/Dental Group - an independent provider who has an agreement to provide Plan benefits to Members.

Specialist - a dentist other than a network general dentist who has an agreement with the Plan to provide specialty services to members according to an authorized referral by a network general dentist.

Summary Plan Document - the approved summary description of entire benefits available, including Exclusions and Limitations, under this benefit program.

Services - dental care services and supplies.

ELIGIBILITY

Employee Eligibility

You are eligible to participate in the benefits program if you are a regular County employee scheduled to work at least 20 hours per week. Your bargaining unit determines which plan options are available to you. For more information about your benefit options, please review the information provided in the County of Riverside annual enrollment guide.

Dependent Eligibility
You may enroll your eligible dependents in your dental coverage. Your eligible dependents* include:

- Your legal spouse/registered domestic partner
- Your and/or your spouse/domestic partner's dependent natural children, adopted children, foster children, and stepchildren under age 23 and who has never been married
  - ➢ Any child, who is under age 23 and has never been married, for whom you have legal custody and have been required to cover under your dental plan as part of a qualified child support order, or who resides with you (generally in the absence of the natural or adoptive parent) and who is economically dependent upon you.
  - ➢ An otherwise eligible child past age 23 if the child is incapable of self support because of a mental or physical handicap and you continue to claim the child as a dependent on your federal income tax return.

** Important notes about dependent eligibility:*
1. It is against the law to enroll ineligible family members. If you do, you may have to pay for all costs incurred by the ineligible dependent from the date the coverage began.
2. If you do not add newly eligible family members to your plan within the 60-day period of eligibility, you may enroll them during any future annual enrollment period.
3. Your former spouse, parents, parents-in-law, other relatives, and non-disabled children age 23 and over, are not eligible for coverage under this plan.
4. You must drop coverage for your enrolled spouse/domestic partner or dependent child when he/she loses eligibility (e.g., divorce, your child attains age 23, or marries).

ENROLLMENT
If you are a newly hired or newly eligible employee, you may elect to enroll within 60-days of your hire date or eligibility. All coverage will be effective the first day of the following month after County of Riverside receives and processes your election.

Making Mid-Year Changes
Each year your elections stay in effect from January 1 through December 31, as long as you remain eligible for benefits. During annual enrollment, you have the opportunity to change your coverage elections for the following plan year. However, after the close of annual enrollment you can make benefit changes ONLY if you have a qualified status change. Qualified status changes include:

- Marriage, or gaining a domestic partner
- Divorce, or separation from domestic partner
- Birth or adoption of a child
- Death of a spouse or a child
- Change in spouse's employment

- Significant changes in your spouse's employer's medical coverage
- Child's loss of eligibility due to age, student status, or marital status
- Full-time/part-time employment status change that results in an insurance eligibility change
- Commencement of or return from an unpaid leave of absence

If one of the above events occurs, and you want to make a benefit change consistent with the specific event, you must submit a new Election Form indicating your new coverage elections within 60-days of the event to the County of Riverside.

Remember, it is your responsibility to stay informed about your coverage. If you have any questions, or need additional information, please contact the County of Riverside Benefits Division.

Benefits Information Line (951) 955-4981
Website: http://benefits.rc-hr.com
Email: Benefits@rc-hr.com

CHOOSING YOUR DENTIST

PLEASE READ THE FOLLOWING INFORMATION SO YOU WILL KNOW FROM WHOM OR WHAT GROUP OF PROVIDERS DENTAL CARE MAY BE OBTAINED.

The plan provides easy access to dental care services and there is virtually no paperwork. Members have access to a network of licensed dentists in your local community. The network dental provider listing is available by contacting County of Riverside Benefits Information Line or via the County's website. As a Member of this plan, you are entitled to visit any of these dental providers in the plan network when you need dental care services. You may switch to another network provider without pre-approval at any time.

YOU ARE NOT REQUIRED TO PRE-SELECT A DENTIST AT ENROLLMENT

ALWAYS CALL THE PROVIDER YOU CHOOSE TO VERIFY THE PROVIDER'S PARTICIPATION STATUS

SERVICES PROVIDED BY DENTISTS NOT AUTHORIZED BY LOCAL ADVANTAGE DENTAL PLAN ARE NOT COVERED BY THIS DENTAL PLAN.

Selection of Different Dentists by Enrolled Dependents

As a Member of the plan, you and each enrolled family member may choose to use different dentists within the plan's dental provider network.

Scheduling Appointments

Once you have selected your dentist from the list of participating dentists, simply call the dental office and make an appointment.

Broken Appointment Fees
Broken appointment fees may apply for short cancellation notice.

Referrals To Specialists
The dentist that you select to provide your dental care will refer you to a specialist when treatment by a specialist is appropriate. If the plan dentist refers you to a network specialist (e.g. Periodontist), the plan will pay benefits according to a separate specialist network fee schedule. Please call the plan administrator at **1-888-540-9488** for more information. In the event a referral to a specialist outside the network is necessary, a pre-authorization is required before the plan will coordinate the referral.

NOTE: Reimbursement to a non-network Specialist is limited to the amount the plan would have paid to a network Specialist. Any amount billed over this amount will be your financial responsibility, including any applicable co-payment.

Payment For Dental Services
The plan contracts with individual dentists and dental groups to provide dental services to Plan members. Participating dentists are paid on a discounted fee-for-service basis for each procedure. You are responsible for co-payments. For any services that are not covered under this Dental Plan, payment to the dentist for these services will be your financial responsibility.

For questions regarding covered procedures, please call:
American Dental Professional Services
9054 N. Deerbrook Trail
Milwaukee, WI 53223
1-888-540-9488

NOTE: *Be sure to ask your dentist for a Pre-Treatment Estimate and/or a copy of the proposed treatment plan if extensive dental work is going to be undertaken. This will assist you in making your treatment decisions, and understanding what is covered and not covered under the plan.*

LOCAL ADVANTAGE PLUS
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SUMMARY OF COVERED SERVICES

THE FOLLOWING SUMMARY IS ONLY A BRIEF DESCRIPTION. PLEASE REFER TO THE BENEFIT LIMITATIONS AND EXCLUSIONS SECTION OF THIS SUMMARY PLAN DOCUMENT FOR FURTHER INFORMATION.

Benefit Maximum: **$1,500 each Member per Calendar Year**

Preventative **100%**

Initial exam - twice per 12 months
Full mouth x-ray - once every 3 years
Bitewing x-ray - twice per calendar year
Cleanings - twice per calendar year

Sealants – Under age 14 to permanent posterior molars with no decay, restorations, and with occlusal surface intact. Does not include replacement or repair of any sealant on any tooth within 3 years of application.

Restorative **90% (1)**

Restorative - Amalgam, synthetic, plastic, resin restorations for treatment of cavities. Posterior composite treatments.

Minor Restorative

Periodontics (2) - Treatment of gums and bones that support the teeth – periodontal cleanings are covered at twice per calendar year.
Extractions (2) - Pre and post operative care
Endodontics (2)- Treatment of tooth pulp

Major Restorative **65% (3) (*)**

Crowns, jackets, inlays, onlays, cast restorations - Are benefits on the same tooth only once every 5 years.
Prosthodontics – Once every 5 years unless there is such extensive loss of remaining teeth that the existing appliance cannot be made satisfactory.

Orthodontic Treatment **Standard Case (4)**

$120.00 Down payment, $120.00 per month for 24 months
Lab fees are not included

Cosmetic Dentistry **50%**

Whitening, bonding, bleaching, veneers

1. Upgrade fee formula for posterior composite fillings are addressed elsewhere in the SPD.
2. These benefits apply for procedures provided by a General Dentist. Specialist referrals are addressed elsewhere in the SPD.
3. Precious metal costs are not included.
4. This discount applies for Orthodontic Services provided by a Network Specialist.

(*) Additional fee charges for porcelain on molar teeth.

DENTAL LIMITATIONS AND EXCLUSIONS

Limitations
The following limitations apply to certain procedures (identified below) under this Dental Plan:

1. You are responsible for any charges made by a non-network provider, including specialists, unless preauthorization is obtained and approved by the plan network service department or plan administrator (ADPS).

2. Cleanings of any kind are benefits no more than twice in any calendar year.

3. Periodontal scaling and root planning is limited to four (4) separate quadrants every 2 years.

4. Sealant benefits are limited to eligible dependent children up to age fourteen (14). Sealant benefits include the application of sealants only to permanent posterior molars without caries (decay), without restorations, and with the occlusal surface intact. Sealant benefits do not include the repair or replacement of a sealant on any tooth within three years of its application. Sealants are limited to one (1) each tooth every three (3) years through age ten (10) on permanent first molars and up to age fourteen (14) on permanent molars.

5. Crowns, jackets, inlays, onlays and cast restorations are benefits on the same tooth only once every five (5) years while you are a patient under the plan unless the plan determines that replacement is required because restoration is unsatisfactory as a result of poor quality of care, or because the tooth involved has experienced extensive loss or changes to tooth structure or supporting tissue since the replacement of the restoration.

6. Full cast crowns, porcelain crowns, porcelain fused to metal or plastic processed to metal type crowns are not a benefit for children under 16 years of age. The plan covers an acrylic or stainless steel crown.

7. Referral for specialty care is limited to orthodontics, oral surgery, periodontics, and endodontics. Referral to an out-of-network pediatric dentist is specfically excluded. Oral surgery, periodontic and endodontic procedures performed by a specialist are covered at 50%.

8. Full mouth x-rays – one (1) set every three (3) years.

9. Two (2) sets of bitewing x-rays twice per calendar year.

10. Prosthodontic appliances are benefits only once every five (5) years, while you are eligible under this plan, unless the plan determines that there has been such an extensive loss of remaining teeth or a change in supporting tissues that the existing appliance cannot be made satisfactory. Replacement of a prosthodontic appliance not provided under the plan will be made if it is unsatisfactory and cannot be made satisfactory. Full or partial denture relines or rebasing are limited to one per arch per 12 consecutive months.

11. Optional treatment provisions: If you select a more expensive plan of treatment than is customarily provided, or speciailzed techniques, an allowance will be made for the least

expensive, professionally acceptable, alternative treatment plan. The plan will pay the applicable percentage of the lesser fee for the customary or standard treatment and you are responsible for the remainder of the dentist's fee. *An example would be: When an enrollee receives a composite (white) filling in place of an alloy/amalgam filling when decay is present on a back tooth, the plan makes an allowance toward its cost. The allowance is based on the plan's fee for the equivalent alloy/amalgam filling and the enrollee pays the difference to the posterior composite fee. For cosmetic purposes to replace an alloy/amalgam filling, the plan coverage is 50%.*

12. You must remain on the plan during the period of time you or your eligible dependent(s) is/are undergoing orthodontic treatment. Any early termination will result in pro-rated charges for all unfinished work according to the Orthodontic contract signed at the start of treatment.

13. Implants and any associated abutments (appliances inserted into bone or soft tissue in the jaw, usually to anchor a crown, fixed bridge, partial or denture) are not covered by the plan. However, if implants are provided along with a covered prosthodontic appliance (examples noted above), the plan will allow the benefit for the covered standard prosthodontic appliance supported by the implant in conjunction with all other provisions, exclusions and limitations of the plan. You are responsible for the remainder of the dentist's fees less the plan's benefits

Exclusions – Services The Plan Does Not Cover
No benefits will be covered for expenses incurred:

1. For any procedure not specifically listed as a covered benefit.

2. For procedures that are (a) in the opinion of the dentist are not clinically necessary for your health; (b) services or charges which are necessitated as a result of you failing to follow a documented prescribed course of treatment; (c) services which are obtained outside the Plan network and services which are not pre-authorized by the plan (including specialty services); (d) services or supplies that do not meet accepted standards of dental practice, and/or which are experimental in nature.

3. Grafting tissue - from outside the mouth to tissue inside the mouth ("extraoral grafts"), implants (materials implanted into bone or soft tissue) or the removal of implants.

4. Services for any disturbances of the jaw joints (temporomandibular joints or 'TMJ") or associated muscles, nerves or tissues.

5. For treatment that was started by any dentist prior to your eligibility under the plan, including, but not limited to, orthodontics, endodontics, crowns, bridges, inlays, onlays, dentures, and prior extractions.

6. Charges for replacement or repair of an orthodontic appliance paid in part or in full by the plan. See the Orthodontic contract for specific information on repairs and broken appliances.

7. Extractions of over-retained teeth are not covered.

8. Surgery necessary to correct skeletal imbalances and/or malformations (e.g., orthognathic surgery).

9. Procedures requiring appliances or restorations (except dentures) that are necessary for adult or pediatric full mouth rehabilitation or to alter, restore or maintain occlusion, a change of vertical dimension, restorative equilibration, kinesiology, or consultation for and/or treatment of disturbances of the temporomandibular joint (TMJ).

10. The following are not included as orthodontic benefits: replacement or repair of appliances, orthodontic extractions, special appliances (e.g., Herbst appliances, rapid palatal expanders), retreatment of orthodontic cases, changes in treatment necessitated by patient neglect, and treatment in excess of twenty-four (24) months. See the Orthodontic contract for specific information.

11. For consultation by a specialist for non-covered benefits.

12. Hospitalization costs (and associated fees) for any dental procedures.

13. The plan will not be financially responsible for services determined to be the responsibility of Workers' Compensation or Employees Liability, services for which benefits are payable under any Federal Government or any state program, or for services for treatment of any automobile related injury in which you are entitled to payment under an automobile insurance policy.

14. Prescriptions and medications not normally supplied or dispensed by a dental office (this includes home care items such as rotodents, peridex, tetracycline rinses, etc.).

15. Administration of general anesthesia (other than when administered for a covered oral surgery procedure), intravenous sedation, oral sedation, or the services of an Anesthesiologist.

16. Treatment of bone fractures or dislocations.

17. Treatment of cysts, malignancies, or neoplasms.

18. Treatment of congenital or developmental malformations NOT including deciduous teeth and supernumerary teeth.

19. Implants and associated services (e.g. abutments).

20. Replacement of dentures, appliances, crowns, or bridgework, due to loss or theft or any duplicate prosthetic device or appliance.

21. Precision attachments or stress breakers.

GENERAL PROVISIONS

Reimbursement Provisions
The plan is designed to eliminate claim forms and expenses other than required co-payments. In some circumstances, you may incur expenses for covered services (such as out-of-area emergency care). If this happens, any amount billed over this amount will be your financial responsibility, including any applicable co-payment.

If you receive a bill for covered services, please provide the plan with a copy of the bill within 90 days of the date the service was rendered. Please submit the bill to:

American Dental Professional Services
9054 North Deerbrook Trail
Milwaukee, WI 53223

In the event such a claim is denied, you may resubmit within 90 days of the initial denial, explaining in writing why you believe your claim should be approved.

Complaint And Claims Appeal Procedures
If you have a question or concerns regarding eligibility, you may call the County of Riverside Benefits Information Line: **1-951-955-4981.**

If you have any questions about the services you receive from a plan dentist, we recommend that you first discuss the matter with your dentist. If you continue to have concerns, call the plan's claims administrator: **1-888-540-9488.**

If you have a question or complaint regarding the denial of dental services or claims, the policies, procedures and operations of the quality of dental services performed by a plan dentist, you may call: **1-888-540-9488.**

You have 60 days after you receive notice of denial to appeal. If you write, you must include the name of the patient, the group name and social security number or identification number, and your telephone number on all correspondence. You should also include a copy of the treatment form, notice of payment and any other relevant information. Clearly explain your complaint and send it to the plan's claim administrator:

American Dental Professional Services
9054 North Deerbrook Trail
Milwaukee, WI 53223

Arbitration
Arbitration is a vehicle for the resolution of any disputes concerning dental care services or benefits, or contract interpretation (except disputes concerning eligibility for enrollment, effective date of coverage, and malpractice or bad faith).

Arbitration resolves differences pertaining to any personal liability, tort claims, or contract disputes (excluding claims for professional malpractice or bad faith) originating from this agreement.

Pursuant to California law, any claim of up to $200,000 must be decided by a single neutral arbitrator who shall be chosen by the parties and who shall have no jurisdiction to award more than $200,000. However, the plan and the member may agree in writing to waive the

requirement to use a single arbitrator and instead use a tripartite arbitration panel that includes the two-party appointed arbitrators or a panel of three neutral arbitrators, or another multiple arbitrator system mutually agreeable to the parties. The member shall have three business days to rescind the waiver agreement unless the agreement has also been signed by the member's attorney, in which case the waiver cannot be rescinded. In cases of extreme hardship, the *Local Advantage Dental* plan may assume all or part of your share of the fees and expenses of the neutral arbitrator, provided you have submitted a hardship application to the American Arbitration Association. The approval or denial of a hardship application shall be determined by the American Arbitration Association. You may obtain a hardship application by contacting the American Arbitration Association in Los Angeles, or Orange County.

BY ENROLLING IN THIS PLAN YOU ARE AGREEING TO HAVE CERTAIN DISPUTES (MENTIONED ABOVE) DECIDED BY NEUTRAL BINDING ARBITRATION. THE LOCAL ADVANTAGE DENTAL PLAN AND MEMBERS WAIVE THEIR RIGHT TO A JURY OR COURT TRIAL FOR THESE DISPUTES.

The California Department of Insurance is responsible for regulating public agency self-funded health care service plans. The Department has a toll-free telephone number (1-800-927-4357) to receive complaints regarding dental plans. If you have a grievance against the plan, you should contact the plan and use the plan's grievance process. If you need the Department's help with a complaint involving an emergency grievance or with a grievance that has not been satisfactorily resolved by the plan, you may call the Department's toll-free telephone number.

Eligibility Issues

These issues must be referred directly to the County of Riverside Human Resources Department, Benefits Division.

TERMINATION OF GROUP MEMBERSHIP - CONTINUATION OF COVERAGE

Termination of Benefits and Re-Enrollment

Coverage may be terminated for individual members if any of the following events occur:

- An employee, retiree or dependent ceases to be eligible for coverage.
- Voluntary cancellation of coverage by an employee, retiree or dependent.

All rights to coverage and care stop on the date you are no longer eligible. If for any reason the County of Riverside terminates the plan, your coverage will end on the day the plan terminates.

The plan will not terminate or refuse to renew the enrollment of any person because of his or her dental health status or need for dental care services.

Continuation of Coverage (COBRA)

The Federal Consolidated Omibus Budget Reconciliation Act (COBRA) requires that continued health care coverage be made available to "Qualified Beneficiaries" who lose health care coverage under the group plan as a result of a "Qualifying Event." You or your dependents may be entitled to continue coverage under this program, at the "Qualified Beneficiary's" expense, if certain conditions are met. The period of continued coverage depends on the "Qualifying Event." Coverage will be extended 18 months for the Subscriber and eligible family members. A dependent can be eligble for up-to 36 months depending on the qualified event.

The benefits of the continuation of coverage are identical to those provided by the plan and the cost of coverage may not exceed 102% of the applicable current group premium. This coverage may be extended for up to an additional eleven (11) months if you are recognized as disabled by Social Security. This extension of coverage is available at a cost not to exceed 150% of the applicable current group premium. An eligible employee or family member is entitled to elect this coverage provided an election is made within sixty (60) days of notification of eligibility and the premium is paid. No employer contribution is available to cover the premium required.

PAYMENT BY THIRD PARTIES

Third Party Recovery Process and Your Responsibilities

If you are ever injured through the actions of another (a third party) and receive compensation for your dental care, you will be required to reimburse the plan, or its nominee, for the reasonable value of dental services and benefits provided. The amount of reimbursement shall not exceed the amount of compensation you receive from the third party.

- You must obtain the plan's written consent prior to settling any claim or releasing any third party from liability, if such a release would limit the plan's right to reimbursement.

- Should you settle your claim against a third party and compromise the plan's **reimbursement** rights, the plan reserves the right to initiate legal action. Attorney fees will be awarded to the prevailing party.

- You are required to cooperate in protecting the interest of the plan by providing the *plan* with all liens, assignments or other documents. Failure to cooperate with the plan in this regard could result in membership termination.

Coordination of Benefits

If you or an eligible dependent are covered by the plan and another group dental plan, the plan will coordinate its benefits with those of the other plan only when the patient is seen by a provider within the Plan's provider network. The goal of this kind of coordination is to maximize coverage for allowable expenses, minimize out-of-pocket costs, and to prevent any payment duplication.

- In order to ensure proper coordination, you must inform the plan of any other dental coverage for which you or your dependent (s) may be eligible.

- If the plan pays more benefits than appropriate, the plan may recover excess benefit payments from you, the plan with primary responsibility, or any other person or entity that benefited from the overpayment.

Workers' Compensation

If you are receiving benefits because of Workers' Compensation, the plan will not duplicate those benefits. It is your responsibility to take whatever action is necessary to receive payment under Workers' Compensation laws, when such payments can reasonably be expected.

If the plan happens, for whatever reason, to duplicate benefits to which you are entitled under Workers' Compensation law, you are required to reimburse the plan, at prevailing rates, immediately after receiving monetary award, whether by settlement or judgment.

In the event of a dispute arising between you and your Workers' Compensation filing, the plan will provide the benefits described in this agreement until the dispute is resolved.

If you receive a settlement of Worker's Compensation that includes payment of future medical costs, you may be liable to reimburse the plan for those costs.

PRIVACY PRACTICES

County of Riverside and American Dental Professional Services, LLC (ADPS) is committed to respecting the privacy of our employees, retirees and customers. We are required by applicable federal and state law to maintain the privacy of your health information.

The Type of Information We May Collect

We collect nonpublic personal information about you from the following sources:

- Eligibility from your Employer
- Transactions with us or our affiliated companies
- Claims submission from dental providers

Information We May Disclose

We do not disclose any nonpublic personal information about our members or former members to anyone, except as permitted by law, unless you specifically request that we do so. We only make those disclosures needed to administer your dental program and as necessary to effect transactions in the ordinary course of business. Any disclosures are only made to our affiliates, agents, or third parties that perform services on our behalf such as account administration or marketing our services or products.

Confidentiality and Security of Your Nonpublic Personal Information

We restrict access to nonpublic personal information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Any questions or concerns regarding this privacy notice should be directed to our Customer Services Department at 1-888-540-9488.

This document has been reviewed and approved by the County of Riverside's Board of Supervisors, and is the official plan document.

COUNTY OF RIVERSIDE:

By:_____
Chairman, Board of Supervisors

Date:_____

LOCAL ADVANTAGE REIMBURSEMENT SCHEDULE FOR 2010

EXHIBIT "1"

ADA		DESCRIPTION	Fee Schedule	Insur - 100%	Pt Copay - 0%
DIAGNOSTIC & PREVENTIVE					
150		INITIAL EXAMINATION	37.47	37.47	0.00
9310		PERIO INITIAL EXAM	93.68	93.68	0.00
120		PERIODIC/RECALL EXAM	32.79	32.79	0.00
9430		OFFICE VISIT	60.89	60.89	0.00
140		LIMITED EVAL - Problem	40.93	40.93	0.00
9440		PROFESSIONAL VISITS	121.78	121.78	0.00
4110		PERIO EVAL/TX PLAN	51.52	51.52	0.00
1120		PROPHYLAXIS-CHILD	53.56	53.56	0.00
1110		CLEANING-ADULT	63.86	63.86	0.00
1203		Fluoride Child	7.33	7.33	0.00
1204		Fluoride Adult	18.54	18.54	0.00
1351		SEALANT PER TOOTH	35.60	35.60	0.00
9110		EMERGENCY TREATMENT	79.63	79.63	0.00
2970		TEMP/TREATMENT CROWN	0.00	**N/C**	180.00
220		DIGITAL X-RAY-SINGLE	20.61	20.61	0.00
230		DIGITAL X-RAY ADDTL	16.86	16.86	0.00
210		DIGITAL FMX	103.00	103.00	0.00
272		DIGITAL XRY-2 BWX	37.08	37.08	0.00
274		DIGITAL XRAYS-4 BWX	51.50	51.50	0.00
240		INTRAORAL OCCLUSAL	28.10	28.10	0.00
330		PANOREX X-RAY	70.26	70.26	0.00
ORAL SURGERY			**Fee Schedule**	**Insur - 90%**	**Pt Copay - 10%**
7111		EXT DICIDUOUS	96.31	86.68	9.63
7140		EXT,SINGLE,ADD,ROOTTIP	96.31	86.68	9.63
7120		EXTRACTION ADDITIONAL	96.31	86.68	9.63
7210		SUR. EXT. ERPT.TOOTH	196.99	177.29	19.70
7250		REMOVAL OF RES. ROOT	210.78	189.70	21.08
7130		ROOT REMOV-EXPOSED	210.78	189.70	21.08
7220		EXTRACTION, SURGICAL	196.99	177.29	19.70
7230		EXTRACT,PARTIAL BONY	262.65	236.39	26.27
7240		EXTRACT,FULL BONY"	306.43	275.79	30.64
7970		EXCIS. HYPER PLASTIC	402.82	362.54	40.28
7270		REIMPLANATION	355.98	320.38	35.60
7540		REMOVAL FOREIGN BODY	313.82	282.44	31.38
7530		FOREIGN BODY REMOVAL	313.82	282.44	31.38
7960		FRENECTOMY	398.13	358.32	39.81
7910		SUTURE,TISSUE INJURY	281.04	252.94	28.10
7280		CROWN EXPOSURE	398.13	358.32	39.81
7281		CROWN EXPOSURE	327.87	295.08	32.79
9230		ANESTHESIA: NIT OXI	70.26	63.23	7.03
PERIODONTICS - BY A GENERAL DENTIST			**Fee Schedule**	**Insur - 90%**	**Pt Copay - 10%**
4355		FULL MOUTH DEBRIDEMT	126.47	113.82	12.65
4910		RECALL EXTENSIVE TRT	88.99	80.09	8.90
4930		EMG TRT PERIODONTAL	46.84	42.16	4.68
4341		PERIO ROOT PLANING	150.38	135.34	15.04
4342		PERIO RP 1-3 TEETH	115.36	103.82	11.54
4249		CRWN LNGTHN/HRD-SOFT	662.31	596.08	66.23
3450		ROOT AMPUTAT/ROOT	309.14	278.23	30.91
4211		GINGIVECTOMY/TOOTH.	177.99	160.19	17.80
4263		OSSEOUS GRAFT	241.69	217.52	24.17
9940		NIGHT GUARD	374.71	337.24	37.47
4320		PERIODONTAL SPLINT	37.47	33.72	3.75
9952		OCCLUSAL ADJ-COMPLT	421.55	379.40	42.16
486		MOUTHGUARD-LIGHT	91.80	82.62	9.18
4360		SPEC PERIO APPLIANCE	84.31	75.88	8.43

EXHIBIT "1"

487	MOUTHGUARD-MEDIUM	129.28	116.35	12.93
488	MOUTHGUARD-HEAVY	148.01	133.21	14.80
ENDODONTICS - BY A GENERAL DENTIST		**Fee Schedule**	**Insur - 90%**	**Pt Copay - 10%**
3110	PULP CAP	51.52	46.37	5.15
3210	HISTOPATHOLOGIC	112.41	101.17	11.24
3220	PULPOTOMY	140.52	126.47	14.05
3120	INDIRECT PULP CAP	46.84	42.16	4.68
3310	ROOT CANAL - ANTERIOR	515.23	463.71	51.52
3320	ROOT CANAL - BICUSPID	608.91	548.02	60.89
3330	ROOT CANAL - MOLAR	702.59	632.33	70.26
3346	RETREAT RC-ANTERIOR	562.07	505.86	56.21
3347	RETREAT RC-BICUSPID	655.75	590.18	65.58
3348	RETREAT RC-MOLAR	749.43	674.49	74.94
3420	APICO+RC/RETROGRADE	525.30	472.77	52.53
3410	APIC/PERIRA SURG ANT	569.08	512.17	56.91
3920	HEMISECTION,ROOT AMP	281.04	252.94	28.10
3430	RETRO FILLING/ROOT	149.89	134.90	14.99
RESTORATIVE (FILLINGS)		**Fee Schedule**	**Insur - 90%**	**Pt Copay - 10%**
2140	1 SURF AMALGAM	94.69	85.22	9.47
2150	2 SURF AMALGAM	112.72	101.45	11.27
2160	3 SURF AMALGAM	139.77	125.79	13.98
2161	4 SURF AMALGAM	161.97	145.77	16.20
2940	SEDATIVE TEMP FILL	56.21	50.59	5.62
2330	ANTER RESIN-1SURF	121.78	109.60	12.18
2331	2 SURF ANTER COMP	154.57	139.11	15.46
2332	3 SURF ANTER COMP	187.36	168.62	18.74
2335	ANT RESIN:PROX/INCIS	210.78	189.70	21.08
COSMETIC		**Fee Schedule**	**Insur - 50%**	**Pt Copay - 50%**
0	AESTHWHIT REPLACTRAY	23.42	11.71	11.71
0	AESTH WHITN-REFILL	70.27	35.14	35.14
0	AESTH WHITN-2ND ARCH	163.94	81.97	81.97
0	AESTH WHITN-1ST ARCH	163.94	81.97	81.97
3960	BLEACHING PER TOOTH	234.20	117.10	117.10
3962	BLEACHING PER VISIT	131.16	65.58	65.58
2740	CROWN, PORCELAIN	772.50	386.25	386.25
2962	LAMIN PORC VENEER	702.58	351.29	351.29
2961	LAMIN RESIN VENEER	655.76	327.88	327.88
0	ZOOM WHITING	669.50	334.75	334.75
0	ZOOM WHITING REFILL	51.50	25.75	25.75
2391	1 SURF POSTERIOR COMP	144.46	72.23	72.23
2392	2 SURF POSTERIOR COMP	202.24	101.12	101.12
2393	3 SURF POSTERIOR COMP	240.76	120.38	120.38
2394	4 SURF POSTERIOR COMP	264.84	132.42	132.42
CROWN & BRIDGE		**Fee Schedule**	**Insur - 65%**	**Pt Copay - 35%**
2930	CR.,ST.STL/PREF.PRIM	229.95	149.47	80.48
2931	CR.,ST.STL/PREF.PERM	229.95	149.47	80.48
2710	CROWN, ACRYLIC	542.81	352.83	189.98
2720	ACRYLC CRN/HGH NOBLE	702.58	456.68	245.90
2750	CROWN, PORC.W/GOLD	746.75	485.39	261.36
2751	PORC CROWN NONPREC.	612.85	398.35	214.50
2752	PORC CROWN SEMIPREC.	669.80	435.37	234.43
2790	CROWN, FULL GOLD	746.75	485.39	261.36
2791	CAST NON PRECIOUS	569.09	369.91	199.18
2792	CROWN SEMI/PRECIOUS	669.80	435.37	234.43
2810	3/4 GOLD CROWN	590.96	384.12	206.84
6545	MARYLAND RETAINER	280.16	182.10	98.06
2950	CROWN BUILD UP/PINS	196.72	127.87	68.85
2951	PIN RETENTION/TOOTH	42.15	27.40	14.75

EXHIBIT "1"

2954	PREF DOWEL POST&CORE	224.83	146.14	78.69
2952	CAST POST W/CORE	262.29	170.49	91.80
2892	POST FOR CROWN	163.95	106.57	57.38
2933	CR.,ST STL/WINDW-PRE	281.04	182.68	98.36
6520	INLAY-2SURF ABUTMENT	612.85	398.35	214.50
6530	INLAY-3+SURF ABUTMNT	612.85	398.35	214.50
6750	ABUTMENT-PORC/GOLD	746.75	485.39	261.36
6752	ABUTMENT-PORC SEMIPR	669.80	435.37	234.43
6790	ABUTMENT-GOLD	746.75	485.39	261.36
6792	ABUTMENT-SEMIPRECIOU	669.80	435.37	234.43
6780	3/4 GOLD ABUTMENT	656.63	426.81	229.82
6212	CAST SEMI/PREC PONTI	669.80	435.37	234.43
6242	PONTIC PORC SEMPREC.	669.80	435.37	234.43
6240	PORC/GOLD PONTIC	746.75	485.39	261.36
6210	CAST GOLD PONTIC	702.58	456.68	245.90
6220	PONTICS STEELE'S FAC	149.89	97.43	52.46
6230	PONTICS TRU-PONTIC	149.89	97.43	52.46
5281	UNILAT PARTIAL/UNIT	655.75	426.24	229.51
6235	PIN FACING PONTIC	149.89	97.43	52.46
2910	RECEMENT INLAY	65.57	42.62	22.95
2920	RECEMENT CROWN	65.57	42.62	22.95
6930	RECEMENT BRIDGE	84.31	54.80	29.51
PROSTHODONTICS		**Fee Schedule**	**Insur - 65%**	**Pt Copay - 35%**
5110	DENTURE UPPER	1,313.25	853.61	459.64
5120	DENTURE LOWER	1,313.25	853.61	459.64
5211	UPPER PARTIAL-RESIN	861.84	560.20	301.64
5212	LOWER PARTIAL-RESIN	861.84	560.20	301.64
5213	UPPER PARTIAL-METAL	1,313.25	853.61	459.64
5214	LOWER PARTIAL-METAL	1,313.25	853.61	459.64
6940	SIMPLE STRESS BREAK	193.05	125.48	67.57
5820	STAYPLATE UPPER DEN	390.69	253.95	136.74
5821	STAYPLATE -LOWER DEN	390.69	253.95	136.74
5410	ADJ COMPLT UPPER DEN	52.53	34.14	18.39
5411	ADJ COMPLT LOWER DEN	52.53	34.14	18.39
5850	TISSUE COND.-UPPER	82.73	53.77	28.96
5700	DENTURE DUPL. JUMP	275.78	179.26	96.52
5422	ADJ PARTIAL LOWER DN	52.53	34.14	18.39
5510	REPAIR COMPLT DENTUR	101.12	65.73	35.39
5520	REPLACE TEETH-COMPLT	101.12	65.73	35.39
5730	RELINE-UPPER DENTURE	206.84	134.45	72.39
5731	RELINE-LOWER DENTURE	206.84	134.45	72.39
5740	RELINE-UPPER PARTIAL	206.84	134.45	72.39
1510	FIXED SPACE MAINTAIN	206.84	134.45	72.39
1525	REMOV SPACE MAINT.	399.88	259.92	139.96
1520	SPACE MAINT-UNILATRL	372.31	242.00	130.31
1511	FIXED S.S. CROWN TYP	183.86	119.51	64.35
1515	LING. ARCH SPACE MNT	367.71	239.01	128.70
5741	RELINE-LOWER PARTIAL	206.84	134.45	72.39
5750	RELINE-UPPER(LAB)	275.78	179.26	96.52
5751	RELINE LOWER(LAB)	275.78	179.26	96.52
5760	RELN-UPPER PART(LAB)	275.78	179.26	96.52
5761	RELN-LOWER PART(LAB)	275.78	179.26	96.52
5610	REPAIR RESIN/BASE	119.51	77.68	41.83
5620	REPAIR CAST FRAMEWRK	133.29	86.64	46.65
5630	REPAIR BROKEN CLASP	160.87	104.57	56.30
5640	REPLACE BRKN TOOTH	101.12	65.73	35.39
5650	ADD TOOTH TO PARTIAL	137.89	89.63	48.26
5660	ADD CLASP TO PARTIAL	165.47	107.56	57.91
5710	REBASE UPPER DENTURE	367.71	239.01	128.70
5711	REBASE LOWER DENTURE	367.71	239.01	128.70

5720		REBASE UPPER PARTIAL	367.71	239.01	128.70
5721		REBASE LOWER PARTIAL	367.71	239.01	128.70
5750		RELINE REDO - NO RVU	275.78	179.26	96.52
5851		TISSUE COND.-LOWER	82.73	53.77	28.96
5620		REPAIR DENTURE-TOOTH	110.32	71.71	38.61
5690		EA ADDED TOOTH/CLASP	101.12	65.73	35.39
5691		PART DENTURE REPAIR	119.51	77.68	41.83
5670		REATTACH CLASP	101.12	65.73	35.39

EXHIBIT "1"

ADA = American Dental Association

Note: Any procedure or code not listed above is considered a Non-Covered Benefit and applicable current UCR Fee will be charged

POSTERIOR COMPOSITES LOCAL ADVANTAGE 2010

EXHIBIT "1"

QSI	ADA		DESCRIPTION	2010	Insurance	Patient Copay
*** POSTERIOR COMPOSITE FOR RESTORATIVE PURPOSES *** (patient requests posterior composite instead of silver alloy/amalgam - caries present)					Insur - Note	Pt Copay -Note
226	2391		POSTERIOR COMP 1SURF	144.46	85.22	59.24
227	2392		POSTERIOR COMP 2 SURF	202.24	101.45	100.79
228	2393		POSTERIOR COMP 3SURF	240.76	125.80	114.96
229	2394		POSTERIOR COMP 4SURF	264.84	145.00	119.84
77 (to replace an existing alloy)					Insur- 50%	Pt Copay -50%
234	2391		POSTERIOR COMP 1SURF	144.46	72.23	72.23
235	2392		POSTERIOR COMP 2 SURF	202.24	101.12	101.12
236	2393		POSTERIOR COMP 3SURF	240.76	120.38	120.38
229	2394		POSTERIOR COMP 4SURF	264.84	132.42	132.42

Note: Insurance Pays Amalgam Allowance - Patient Copay is Local Advantage Fee less Amalgam Insurance Portion

EXHIBIT "1"

SPECIALTY RATES

FOLLOWING FEES APPLY ONLY WHEN WORK PERFORMED BY LOCAL ADVANTAGE IN - NETWORK SPECIALIST

Insurance payment to an out of network specialist will only be granted if pre-authorization is obtained

PERIODONTICS			2010			
QSI	ADA	DESCRIPTION	2006 UCR	85% UCR	INSURANCE 50%	PT COPAY 50%
	9310	**CONSULTATION SPECIALIST**	**140.00**	**119.00**	**59.50**	**59.50**
	4341	SPEC ROOT PLANNING SCALES	284.00	241.00	120.70	120.70
	4210	GINGIVECTOMY/QUAD	1072.00	911.20	455.60	455.60
	4263	OSSEOUS GRAFT	258.00	219.30	109.65	109.65
	4271	FREE GINGIVAL GRAFT	740.00	629.00	314.50	314.50
	4260	OSSEOUS SURGERY-QUAD	1750.00	1487.50	743.75	743.75
	4261	OSSEOUS SURGERY 1-3 TEETH	1100.00	935.00	467.50	467.50
	4249	CROWN LNGTHN/HRD-SOFT	707.00	600.95	300.48	300.48
	4268	GUIDED TISSUE REGENERATION	650.00	552.50	276.25	276.25
	3450	ROOT AMPUTAT/ROOT	375.00	318.75	159.38	159.38
	9940	NIGHT GUARD	400.00	340.00	170.00	170.00

ENDODONTICS			2010			
QSI	ADA	DESCRIPTION	2006 UCR	85% UCR	INSURANCE 50%	PT COPAY 50%
	9310	**CONSULTATION SPECIALIST**	**120.00**	**102.00**	**51.00**	**51.00**
	3310	ROOT CANAL ANTERIOR	785.00	667.25	333.63	333.62
	3320	ROOT CANAL BICUSPID	885.00	752.25	376.13	376.12
	3330	ROOT CANAL MOLAR	1050.00	892.50	446.25	446.25
	3346	RETREAT RC-ANTERIOR	785.00	667.25	333.63	333.62
	3347	RETREAT RC-BICUSPID	885.00	752.25	376.13	376.12
	3348	RETREAT RC- MOLAR	1050.00	892.50	446.25	446.25
	3410	APICO-ANTERIOR	785.00	667.25	333.63	333.62
	3420	APICO+RC RETROGRADE	785.00	667.25	333.63	333.62
	3421	APICO-BICUS1ST ROOT	885.00	752.25	376.13	376.12
	3425	APICO-MOLAR-1ST ROOT	996.00	846.60	423.30	423.30
	3426	APICO EA ADD ROOT	225.00	191.25	95.63	95.62
	3430	RETRO FILLING/ROOT	215.00	182.75	91.38	91.37

ORAL SURGERY			2010			
QSI	ADA	DESCRIPTION	2006 UCR	85% UCR	INSURANCE 50%	PT COPAY 50%
	9310	**CONSULTATION SPECIALIST**	**120.00**	**102.00**	**51.00**	**51.00**
	7110	EXTRACTION SIMPLE	125.00	106.25	53.13	53.13
	7120	EXTRACTION ADDNT	115.00	97.75	48.88	48.88
	7140	EXT SIMPLE, ADD OR ROOT	140.00	119.00	59.50	59.50
	7210	SURG EXT ERUPT	275.00	233.75	116.88	116.87
	7220	EXTRACT SOFT TISSUE	305.00	259.25	129.63	129.62
	7230	EXTRACT PART BONY	380.00	323.00	161.50	161.50

7240	EXTRACT FULL BONY	450.00	382.50	191.25	191.25
7250	REMOVE RESIDUAL ROOT	255.00	216.75	108.38	108.38
7260	CLOS.,ORAL-MAX SINUS	100.00	85.00	42.50	42.50
7272	TRANSPLANT TOOTH/BUD	550.00	467.50	233.75	233.75
7280	CROWN EXPOSURE	425.00	361.25	180.63	180.63
7281	CROWN EXPOSURE	350.00	297.50	148.75	148.75
7285	BIOPSY-HARD TISSUE	680.00	578.00	289.00	289.00
7286	BIOPSY OF TISSUE	350.00	297.50	148.75	148.75
7286	BIOPSY TISS-INCISION	300.00	255.00	127.50	127.50
7310	ALVEOLECTOMY/QUAD/EX	225.00	191.25	95.63	95.63
7320	ALVEOLECTOMY/QUAD/ED	850.00	722.50	361.25	361.25
7340	VESTIBULOPLASTY	225.00	191.25	95.63	95.63
7341	ALVEOPLASTY/RIDGE XT	225.00	191.25	95.63	95.63
7360	REDUCE TUBEROSITY UN	225.00	191.25	95.63	95.63
7430	EXCS BEN. TUMOR-SMLL	535.00	454.75	227.38	227.38
7431	EXCS BEN. TUMOR-LRG	900.00	765.00	382.50	382.50
7440	RESECTION MAL TUMOR	269.00	228.65	114.33	114.33
7450	EXCISION OF CYST,SML	650.00	552.50	276.25	276.25
7451	EXCISION OF CYST,LRG	950.00	807.50	403.75	403.75
7470	REMOVE TORUS-MAX/MAND	775.00	658.75	329.38	329.38
7510	INTRA-ORAL INCISION	190.00	161.50	80.75	80.75
7520	EXTRA-ORAL INCISION	190.00	161.50	80.75	80.75
7530	FOREIGN BODY REMOVAL	335.00	284.75	142.38	142.38
7550	SEQUESTRECTOMY	230.00	195.50	97.75	97.75
7560	MAXILLARY SINUSOTOMY	800.00	680.00	340.00	340.00
7670	ALVEOLUS-STABL TEETH	153.00	130.05	65.03	65.03
7960	FRENECTOMY	475.00	403.75	201.88	201.87
7971	EXCISION PERICORONAL	150.00	127.50	63.75	63.75
9220	ANESTHESIA GENERAL	375.00	318.75	159.38	159.38
9221	ANES. GEN. each + 15 minutes	100.00	85.00	42.50	42.50

PATIENT COPAY IS THE DIFFERENCE BETWEEN SPECIALIST UCR AND INSURANCE COPAYMENT

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

6.13A

FROM: Human Resources Department

SUBMITTAL DATE:
October 08, 2009

SUBJECT: 2010 Freedom Dental Plan Revised Summary Plan Document

RECOMMENDED MOTION: That the Board 1) approve the revised Freedom Dental Plan Summary Plan Document (SPD) (Attachment "A"); 2) authorize the chairperson to sign four (4) copies of the document; and 3) retain one (1) copy of the signed document and return three (3) copies to Human Resources for distribution.

BACKGROUND: The Freedom Dental plan is one of the County's self-insured dental plan options administered by American Dental Professional Services (ADPS). The Freedom Dental plan was orignally contracted with the County in March 2003 and is a competitive alternative to the County's other dental plan options. The 2010 SPD (Attachment "A") was revised to clarify the definition of Surgical Implants, update contact information and provide additional guidance to employees and their covered dependents regarding plan benefits. There are no changes to provider services or fees. There is no direct cost to the County associated with the recommended action, employees and retirees pay premiums for the services.

Ronald W. Komers
Asst. County Executive Officer/Human Resources Dir.

FINANCIAL DATA	**Current F.Y. Total Cost:**	$ 0	**In Current Year Budget:**	Yes
	Current F.Y. Net County Cost:	$ 0	**Budget Adjustment:**	No
	Annual Net County Cost:	$ 0	**For Fiscal Year:**	2009/10

SOURCE OF FUNDS: Employee and Retiree Dental Insurance Premiums

Positions To Be Deleted Per A-30 ☐

Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION:

APPROVE

BY: Karen L. Johnson

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
BY: TAWNY VALIEU DATE 10/13/09
Departmental Concurrence

☒ Policy ☐ Consent

☒ Policy ☐ Consent

Dep't Recomm.:

Per Exec. Ofc.:

Prev. Agn. Ref.: | **District:** | **Agenda Number:** 3.36

G:\EXEC\Form 11\Benefits\Freedom Dental SPD 2010.doc

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

ATTACHMENT "A"

SUMMARY PLAN DOCUMENT

THE COUNTY OF RIVERSIDE

FREEDOM DENTAL PLAN

January 2010

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OVERVIEW OF THE PLAN

The County of Riverside Freedom Dental Plan

A dental plan underwritten by the County of Riverside and one of the optional benefit plans included in the County's portfolio of health care plans available to certain employees.

If you have a question about your eligibility to participate in this plan, please contact the County of Riverside Human Resources Department.

Plan Overview

You may receive services from any licensed dental provider. The plan will pay according to the plan benefits, and based upon the fee charged by your dentist. As fees for dental services will vary from dentist to dentist, the plan will pay up to the 90th percentile of usual fees in the area for each service.

Annual Maximum Benefit	$1,500
Additional Lifetime Orthodontic Benefit	$1,000

NO DEDUCTIBLES

Diagnostic and Preventive Services	Covered at 100%
Restorative, Endodontic, Periodontic, and Oral Surgery Services	Covered at 80%
Orthodontics	Covered at 50%
All other services*	Covered at 60%

*Except limitations and exclusions

PLAN ADMINISTRATION

American Dental Professional Services (ADPS) ...

ADPS is a third party administrator that has contracted with the County of Riverside to provide certain administrative services for the Dental Plan.

- ADPS maintains the eligibility files on enrolled members and provides customer service to members who have questions or need assistance in obtaining benefits.
- ADPS can answer questions about benefits available under this plan.
- ADPS pays any claims for covered services incurred under the plan.
- ADPS administers the Grievance and Appeals process available to members who have a complaint about benefits or administration of the Dental Plan.
- Calls and claims should be directed to:

American Dental Professional Services
9054 North Deerbrook Trail
Milwaukee, WI 53223-2474
1-888-540-9488

- Customer Service lines are open Monday through Friday from 8:00am to 6:00pm Central Time.

This Summary Plan Document will be the primary governing document for all plan coverage decisions and will be the basis for final determination for the provision of benefits. This plan is intended to comply with all laws and regulations that are applicable whether or not specifically described in this Summary Plan Document.

Enrollment Process

You can obtain an Enrollment Form from the County of Riverside Human Resources Department. Please complete this form and return it to Human Resources. Human Resources will notify the plan administrator (ADPS) of your eligibility.

Once enrolled, ADPS will send an ID card to you, including the names of any dependents that are eligible under the plan. If you or your eligible family member requires dental services prior to your receipt of an ID card, ADPS can verify eligibility for your dental office. Please instruct the dental office to call American Dental Professional Services at: 1-888-540-9488.

If you would like to add or delete your spouse or a dependent from the plan once they have been enrolled, please contact the County of Riverside Benefits Division at:

Benefits Information Line (951) 955-4981
Website: http://benefits.rc-hr.com
Email: Benefits@rc-hr.com

Eligibility

You, your spouse and your eligible dependents may enroll in the dental plan.

Dependents are considered eligible if they are under the age of 23 prior to your effective date. A dependent is also considered eligible if incapable of self-sustaining employment because of mental or physical handicap. Proof of dependency is required upon request from the dental plan or its administrator.

Claim Processing

You or your dentist must submit a claim to the plan administrator to receive payment for covered services. A pre-determination of benefits is not necessary. However, your dentist may submit a pre-determination if you or your dentist would like clarification of benefits available. Within 90 days after services are performed, a standard American Dental Association claim form should be submitted to:

American Dental Professional Services
9054 North Deerbrook Trail
Milwaukee, WI 53223-2474

COVERED DENTAL PROCEDURES

You may receive services from any licensed dental provider. The plan will pay according to the plan benefits detailed below, based upon the fee charged by your dentist. As fees for dental services will vary from dentist to dentist, the plan will pay up to the 90th percentile of usual fees in the geographic area for each service. If your dentist's fee is above the 90th percentile, he/she may charge you the difference between his/her fee and the benefit paid by the plan.

Calendar Year Maximum Benefit

The calendar year (annual) maximum benefit is the accumulated dollar amount paid by the plan for covered services rendered to each covered person during a calendar year. The annual maximum accumulates on an individual basis for each covered person. There is no family maximum benefit.

After you reach the annual maximum benefit, your dentist may charge you his/her usual and customary charge for services provided to you. No benefits will be paid under the contract in excess of the annual maximum benefit per covered person, per calendar year.

Charges for covered orthodontic treatment do not apply to the calendar year maximum benefit. There is a separate lifetime orthodontic maximum benefit per covered person.

Payment Arrangements

You will be responsible for payment of any non-covered services, and a portion of covered services that are not paid 100% by the Freedom Dental Plan. The payment policy and payment arrangements made are solely a matter of contract between the member and the dental office.

Schedule Of Benefits

I. Diagnostic and Preventive Benefits – 100%

Diagnostic: Oral examination, x-rays, diagnostic casts, biopsy/tissue, examination, emergency treatment, consultation by a specialist.

Preventive: Prophylaxis (cleaning), fluoride treatments, space maintainers.

Limitations:
a) Oral examinations are benefits twice in a calendar year while you are eligible under this plan.
b) Prophylaxes (cleanings), fluoride treatments or procedures that include cleanings are benefits twice in a calendar year while you are eligible under this plan.
c) Unless special need is shown, full-mouth x-rays are benefits once in a three-year period while you are eligible under this plan.
d) Bitewing x-rays are benefits twice in a calendar year for children to age 18 or once in a calendar year for adults age 18 and over while you are eligible under this plan.

II. Basic Benefits – 80%

Oral Surgery: Extractions and certain other surgical procedures, including pre- and post-operative care.

Restorative: Amalgam, synthetic, plastic or resin restorations (fillings) for treatment of cavities (decay).

Endodontic: Treatment of the tooth pulp.

Periodontic: Treatment of gums and bones that support the teeth.

Sealants: Topically applied acrylic, plastic or composite material used to seal developmental grooves and pits in teeth for the purpose of preventing dental decay.

Limitations:
a) Periodontal procedures that include cleanings are subject to the same limitations as other cleanings (i.e., cleanings of any kind are benefit no more than twice in any calendar year while you are eligible under this plan).
b) Sealant benefits are available to eligible dependent children under the age of 14. Sealant benefits include the application of sealants only to permanent posterior molar teeth without caries (decay), without restorations and with the occlusal surface intact. Sealant benefits do not include the repair or replacement of a sealant on any tooth within three years of its application.

III. Crowns, Jackets, Inlays, Onlays and Cast Restoration Benefits – 60%

Crowns, jackets, inlays, onlays and cast restorations are benefits only if they are provided to treat cavities that cannot be directly restored with amalgam, synthetic, plastic or resin fillings.

Limitation:

a) Crowns, jackets, inlays, onlays and cast restorations are benefits on the same tooth only once every three years while you are eligible under this plan.

IV. Prosthodontic Benefits – 60%

Construction or repair of fixed bridges, partial dentures and complete dentures are benefits if provided to replace missing, natural teeth.

Limitations:

a) All Prosthodontic appliances are a covered benefit only once every three years, while you are eligible under this plan unless the Administrator determines that there has been such an extensive loss of remaining teeth or a change in supporting tissues that the existing appliance cannot be made satisfactory.

b) The Administrator will pay the above percentage of the dentist's fee for a standard partial or complete denture up to a maximum fee allowance. This fee allowance is set at the 90th percentile of UCR. A standard partial or complete denture is one made from accepted materials and by conventional methods. For a partial or complete denture that is higher than this maximum allowance, you must pay that portion of the fee that exceeds the allowance in addition to your portion of the allowance.

c) Implants and any associated abutments (appliances inserted into bone or soft tissue in the jaw, usually to anchor a crown, fixed bridge, partial ordenture) are not covered by your plan. However, if implants are provided along with a covered prosthodontic appliance (examples noted above), the Administrator will allow the benefit for the covered standard prosthodontic appliance supported by the implant in conjunction with all other provisions, exclusions and limitations of the plan. You are responsible for the remainder of the dentist's fees less the plan's benefits.

General Limitation

This limitation applies to all Benefits as set forth in section I., II., III., and IV., above. If an Enrollee selects a more expensive plan of treatment than is customarily provided, or specialized techniques, rather than standard procedures, this plan will pay the applicable percentage of the lesser fee for the customary or standard treatment and the patient is responsible for the remainder of the dentist's fee.

For example: a crown where an alloy/amalgam filling would restore the tooth; a composite (white) filling on a back tooth where an alloy/amalgam filling would restore the tooth; a gold crown where one constructed of semi-precious materials would restore the tooth; or a precision denture where a standard denture would suffice.

V. Orthodontic Benefits – 50%

Procedures using appliances or surgery to straighten or realign teeth, which otherwise would not function properly.

Limitations:

a) Payment is limited to treatment of eligible adults and dependent children.

b) If orthodontic treatment is begun before you become eligible for coverage, this plan's payments will begin with the first payment due to the dentist following your eligibility date.

c) This plan's payments will stop when the first payment is due to the dentist following either a loss of eligibility, or if treatment is ended for any reason before it is completed.

d) X-rays and extractions that might be necessary for orthodontic treatment are not covered by orthodontic benefits, but are covered under diagnostic and preventive or basic benefits.

VI. MPD-TMJ Benefits – 50%

Certain intraoral procedures for the treatment of acute dental symptoms associated with myofacial pain dysfunction (MPD) or malfunction of the temporomandibular (jaw) joint (TMJ). These procedures are:

- Temporary repositioning appliance
- Occlusal guard
- Occlusal adjustment – complete
- Removable metal overlay stabilizing appliance

Limitations:

a) Dental services that may be associated with treatment of MPD-TMJ but are not listed as MPD-TMJ Benefits. Still other non-intraoral services may be provided under your medical care coverage, such as medications.

b) This plan will pay only those MPD-TMJ Benefits which are predetermined in advance by the Administrator based upon the treating dentist's documentation of the treatment plan and the necessity of proposed treatment as the Administrator deems adequate.

c) This Plan will not pay for the repair or replacement of any appliance furnished in whole or part as MPD-TMJ Benefits.

Exclusions

This plan covers a wide variety of dental care expenses, but there are some services for which the plan does not provide benefits. It is important for you to know what these services are before you visit your dentist. This plan does not provide benefits for:

1. Services for injuries covered by Workers' Compensation or Employer's Liability Laws or services which are paid by any federal, state or local government agency, except Medi-Cal benefits.
2. Services for cosmetic purposes or for conditions that are a result of hereditary or developmental defects, such as cleft palate, upper and lower jaw malformations, congenitally missing teeth and teeth that are discolored or lacking enamel.
3. Treatment which restores tooth structure that is worn; treatment which rebuilds or maintains chewing surfaces that are damaged because the teeth are out of alignment or occlusion; or treatment which stabilizes the teeth. Examples of such treatment are equilibration and periodontal splinting.
4. Any single procedure bridge, denture or other prosthodontic service, which was started before you were covered by this plan.
5. Prescribed drugs, premedication or analgesia.
6. Experimental procedures.
7. Charges by any hospital or other surgical or treatment facility and any additional fees charged by the dentist for treatment in any such facility.
8. Anesthesia, except for general anesthesia given by a dentist for covered oral surgery procedures.
9. Grafting tissues from outside the mouth to tissue inside the mouth ("extraoral grafts"), implants (materials implanted into bone or soft tissue) or the removal of implants.
10. Charges for replacement or repair of an orthodontic appliance paid in part or in full by this plan.

GENERAL PROVISIONS

Appeals Process

If you have a question or complaint about the service that you received from your dentist, we recommend that you promptly discuss your concern with your dentist.

If you have a question or complaint regarding the denial of a claim payment, eligibility or other plan administration issue please contact ADPS, the plan administrator, at 1-888-540-9488. Most concerns can be taken care of quickly in this manner.

If you wish to file a formal appeal of a claim payment denial, you must do so within 60 days of receiving the denial notice. It is important that you include all pertinent information including the name of the member, social security number or other identifying number, birth date, your telephone number and address. Also include a complete description of your complaint. Forward this information to the plan administrator at:

American Dental Professional Services
9054 North Deerbrook Trail
Milwaukee, WI 53223-2474

Within 30 days of ADPS' receipt of the appeal, you will receive a response or a request for more information in order to make a decision.

Arbitration

Arbitration is a vehicle for the resolution of any disputes concerning dental care services or benefits, or contract interpretation (except disputes concerning eligibility for enrollment, effective date of coverage, and malpractice or bad faith).

Arbitration resolves differences pertaining to any personal liability, tort claims, or contract disputes (excluding claims for professional malpractice or bad faith) originating from this agreement.

Pursuant to California law, any claim of up to $200,000 must be decided by a single neutral arbitrator who shall be chosen by the parties and who shall have no jurisdiction to award more than $200,000. However, The County of Riverside Freedom Dental Plan and the Member may agree in writing to waive the requirement to use a single arbitrator and instead use a tripartite arbitration panel that includes the two-party appointed arbitrators or a panel of three neutral arbitrators, or another multiple arbitrator system mutually agreeable to the parties. The Member shall have three business days to rescind the waiver agreement unless the agreement has also been signed by the Member's attorney, in which case the waiver cannot be rescinded. In cases of extreme hardship, The County of Riverside Freedom Dental Plan may assume all or part of a Member's share of the fees and expenses of the neutral arbitrator, provided the Member has submitted a hardship

application with the American Arbitration Association. The approval or denial of a hardship application shall be determined by the American Arbitration Association. Members may obtain a hardship application by contacting the American Arbitration Association in Los Angeles or Orange County.

BY ENROLLING IN THIS PLAN YOU ARE AGREEING TO HAVE CERTAIN DISPUTES (MENTIONED ABOVE) DECIDED BY NEUTRAL BINDING ARBITRATION. BOTH THE COUNTY OF RIVERSIDE FREEDOM DENTAL PLAN AND MEMBERS WAIVE THEIR RIGHT TO A JURY OR COURT TRIAL FOR THESE DISPUTES.

The California Department of Insurance is responsible for regulating public agency self-funded health care service plans. The Department has a toll-free telephone number (1-800-927-4357) to receive complaints regarding health plans. If you have a grievance against The County of Riverside Freedom Dental Plan, you should contact the plan and use the plan's grievance process. If you need the Department's help with a complaint involving an emergency grievance or with a grievance that has not been satisfactorily resolved by the plan, you may call the Department's toll-free telephone number.

Termination of Coverage

If you wish to cancel coverage for yourself, your spouse or a dependent, please contact your Human Resources Department.

Benefits cease as of the effective date of termination. If the County of Riverside no longer offers its Freedom Dental Plan, coverage will cease as of the effective termination date of the Plan.

Continuation of Coverage through COBRA

You have the option to continue your dental insurance benefits by paying a monthly premium according to the provisions of COBRA (Consolidated Omnibus Reconciliation Act of 1985). Benefits may be continued for your dependents that were covered under the plans even if you do not wish to continue your own benefits.

If you elect continued coverage for yourself and/or your covered dependents, the applicable dental benefits will continue until whichever of the following events occurs first:

* You become covered under any group dental plan, which does not deny or exclude benefits to you or your dependents due to a pre-existing condition;

* The expiration of the 18-month continuation period;

* You or a dependent become entitled to Medicare benefits (coverage ends for entitled person only);

* You fail to pay the monthly premium on time; or

* The company no longer offers group dental coverage to any employee.

The 18-month coverage period may be extended for the following reasons:

* Death of employee, divorce, legal separation, or change in dependency status; or

* Employee becomes entitled to Medicare benefits.

In these instances, coverage may be extended for an additional 18 months. In order to receive the extension, the County of Riverside must be notified within 60 days of the occurrence of the event.

If you or a covered dependent are disabled on the date your coverage ends, or when another qualifying event occurs and you are certified as being disabled under the Social Security Act before the end of the 18-month COBRA period, and you or the dependent notifies the County of Riverside of the certification within 60 days following the date of certification and within the 18-month continuation period and submits a copy of it, you or the covered dependent will be able to elect up to 11 additional months of continued coverage.

Your first payment will be for the period beginning the first of the month after your coverage ends plus any subsequent months prior to the signing of the election form. If your first payment or any subsequent monthly payment is not received by the first day of the covered month, your insurance will be discontinued.

To be sure that you receive the necessary information concerning your rights, you should keep the County of Riverside informed of any address changes.

Please contact your Human Resources Department for any questions and other information.

Non-Assignment of Benefits

The benefits of this plan are not assignable. You may not assign or transfer the rights to receive any portion of your benefits to any person or entity, either through power of attorney or outright assignment.

Payments Made in Error

If the County of Riverside or the plan administrator erroneously makes a payment or over-payment to you or on your behalf, the Country of Riverside or the plan administrator may obtain reimbursement from you or the provider of services or may

offset the amount owed against a future claim arising from covered services provided under this plan.

Coordination of Benefits

If you are eligible for dental benefits under another insurance plan, are eligible for dental benefits under Workers' Compensation or through any other third party, please notify the plan administrator and your dental provider of all sources that may provide benefits for dental services. The County of Riverside Freedom Dental Plan will coordinate benefits with other plans, based on standard Order of Benefit Determination rules and guidelines.

The purpose of the coordination of benefits is to maximize benefit for allowable expenses and to prevent duplication of benefit payments.

Please contact the plan administrator, American Dental Professional Services, if you have any questions about your plan benefits.

1-888-540-9488

This document has been reviewed and approved by the County of Riverside's Board of Supervisors, and is the official plan document.

COUNTY OF RIVERSIDE:

By:_____
Chairman, Board of Supervisors

Date:_____

FORM APPROVED COUNTY COUNSEL
BY: CARISA R-MCKENNA DATE 10/15/09

Department Concurrence
Purchasing: Mark Geiler, Assistant Director

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

630

FROM: Department of Mental Health

SUBMITTAL DATE:
October 15, 2009

SUBJECT: Agreements with educational institutions

RECOMMENDED MOTION: Move that the Board of Supervisors authorize the Purchasing Agent and the Director of Mental Health or a designee to sign agreements with various educational institutions for mutually beneficial field assignments that require no county funds.

BACKGROUND: On October 8, 1996, the Board of Supervisors authorized the Director or designee to sign agreements with various Universities/Colleges for mutually beneficial field assignments that require no County funds. These agreements benefit the educational institution by providing a formalized manner for students studying in the mental health or substance abuse field to complete required fieldwork assignments. These arrangements benefit the County by the student providing assistance to mental health and substance abuse clinics by performing certain routine duties at no additional cost to the County. Agreements will be reviewed by County Counsel prior to being signed by the Purchasing Agent and Department.

JW:KS

Jerry Wengerd, Director
Department of Mental Health

FINANCIAL DATA	**Current F.Y. Total Cost:**	$ 0	**In Current Year Budget:**	Yes
	Current F.Y. Net County Cost:	$ 0	**Budget Adjustment:**	No
	Annual Net County Cost:	$ 0	**For Fiscal Year:**	09/10

SOURCE OF FUNDS:

Positions To Be Deleted Per A-30 ☐

Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION:

APPROVE

BY: Debra Cournoyer

County Executive Office Signature

Dep't Recomm.: ☒ Policy ☐ Consent

Per Exec. Ofc.: ☒ Policy ☐ Consent

Prev. Agn. Ref.: 10/08/1996; 3.43 | **District:** All | **Agenda Number:** 3.37

632

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

FROM: Office on Aging

SUBMITTAL DATE:
September 10, 2009

SUBJECT: Title III Medicare Improvements for Patients and Provider MIPPA Grant for FY 2009-11 with the California Department on Aging (CDA).

RECOMMENDED MOTION: That the Board of Supervisors:

1) Approve and authorize Chair of the Board to sign and execute the Title III Medicare Improvements for Patients and Provider Act for FY2009-2011 (August 1, 2009 to May 31, 2011) with the California Department of Aging (CDA).
2) Return 4 copies of the Standard Agreements to the Office on Aging for further processing.
3) Direct the Auditor Controller to increase the Estimated Revenue and Appropriations by $24,621 as outlined in Attachment A.

BACKGROUND: This agreement represents a biannual year contract for the Medicare Improvement for Patient and Provider Act (MIPPA) grant. This agreement is from August 1, 2009 to May 31, 2011 with the California Department of Aging (CDA) who has received from the federal government a two year non-competitive grant to provide funds to California's Aging Network. Attachment A reflects revenues and appropriations for FY 2009-2010 only. These funds are a part of the MIPPA act to assist in expanding Medicare beneficiary enrollment in the Prescription Drug Low Income Subsidy Program (LIS), the Medicare Savings Program (MSP), and in general rural outreach and enrollment efforts for Medicare Part D.
(Continued next page...)

Edward F. Walsh

Edward F. Walsh, Director

FINANCIAL DATA				
	Current F.Y. Total Cost:	$ 24,621	In Current Year Budget:	No
	Current F.Y. Net County Cost:	$ 0	Budget Adjustment:	Yes
	Annual Net County Cost:	$ 0	For Fiscal Year:	09/10

SOURCE OF FUNDS: Federal 100%

Positions To Be Deleted Per A-30 ☐

Requires 4/5 Vote ☒

C.E.O. RECOMMENDATION:

APPROVE

BY: Lani Sioson

County Executive Office Signature Lani Sioson

FISCAL PROCEDURES APPROVED
ROBERT E. BYRD, AUDITOR-CONTROLLER
BY: [signature] 10/15/09
SUSANA GARCIA-BOCANEGRA
Departmental Concurrence

FORM APPROVED COUNTY COUNSEL
BY: [signature] DATE 10/13/09
NEAL R. KIPNIS

Dep't Recomm.: ☐ Consent ☒ Policy
Per Exec. Ofc.: ☐ Consent ☒ Policy

Prev. Agn. Ref.: | **District:** ALL | **Agenda Number:** 3.38

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

Continued

This contract for the two years totals $49,242 and any left over funds in FY 2009-2010 will be available for use in FY 2010-2011.

It is extremely important that funds are used so that counties can demonstrate its ability to meet the Centers for Medicare and Medicaid Services (CMS) established performance measures. Funding for the second year of the MIPPA grant is dependent upon meeting the minimum performance levels required by the grants. If these measures are not met, funds for FY 2010-2011 may be withheld.

There is no impact to county general fund and we are requesting for no matching requirements.

OFFICE ON AGING
ATTACHEMENT A
FY 2009-2010

Adjusting revenues and appropriations:

INCREASED ESTIMATED REVENUE		
21450-5300100000-767140	Fed-Misc Reimbursement	24,621
		$24,621

INCREASED APPROPRIATIONS		
21450-5300100000-510040	Regular Salaries	8,271
21450-5300100000-518100	Budget Benefits	4,552
21450-5300100000-529000	Misc. Travel Expense	3,905
21450-5300100000-523700	Office Supplies	671
21450-5300100000-536200	Contribution to non-County Agency	6,825
21450-5300100000-523720	Photocopying	397
		$24,621

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev 06/03)

AGREEMENT NUMBER
MI-0910-21
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME
California Department of Aging

CONTRACTOR'S NAME
COUNTY OF RIVERSIDE

2. The term of this Agreement is: August 1, 2009 (or, if applicable, when approved by DGS, Office of Legal Services, whichever is later.) May 31, 2011

3. The maximum amount of this Agreement is: **$ 49,242.00** Forty-nine thousand two hundred forty-two and 00/100

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	8 page(s)
Exhibit B – Budget Detail and Payment Provisions	9 page(s)
Exhibit C* – General Terms and Conditions	GTC 307
Check mark one item below as Exhibit D:	
☒ Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)	26 page(s)
☐ Exhibit - D* Special Terms and Conditions	

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME *(if other than an individual, state whether a corporation, partnership, etc.)*
COUNTY OF RIVERSIDE

BY *(Authorized Signature)* | DATE SIGNED *(Do not type)*

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS
6296 RIVERCREST DRIVE, SUITE K RIVERSIDE CA 92507

FORM APPROVED COUNTY COUNSEL BY: NEAL R. KIPNIS DATE

STATE OF CALIFORNIA

AGENCY NAME
California Department of Aging

BY *(Authorized Signature)* | DATE SIGNED *(Do not type)*

PRINTED NAME AND TITLE OF PERSON SIGNING
Rachel de la Cruz, Manager, Contracts and Business Services

ADDRESS
1300 National Drive, Suite 200, Sacramento CA. 95834

California Department of General Services Use Only

☒ Exempt per:
Mello Grunland Older Californians Act And AG OP No. 80-111.

ARTICLE I. DEFINITIONS

A. **Contractor** means the Area Agency on Aging (AAA) and are used interchangeably.

B. **Eligible Service Population** means individuals defined as Medicare eligible beneficiaries likely to be qualified for the Medicare Part D Low-Income Subsidy (LIS), Medicare Savings Program (MSP), and the Medicare Part D Prescription Drug Program, including individuals in rural areas.

C. **Enhanced Outreach** means outreach activities above and beyond routine activities planned in response to other funding (e.g., Basic State Health Insurance Assistance Program (SHIP) Funds, SHIP Supplemental LIS Funds, or Older Americans Act (OAA) Outreach Funds). These activities should also give consideration to Medicare eligibility changes that go into effect January 1, 2010, equating the MSP asset limit to that of the full Medicare Part D LIS asset limit, thereby increasing the number of Medicare low income assistance eligible beneficiaries.

D. **Enrollment Assistance** means assistance to beneficiaries in completing and submitting LIS and MSP applications. Enhanced outreach alone does not meet the requirement for enrollment assistance.

E. **Enrollment Assistance Centers** means locations equipped and designated for Medicare Part D, LIS and MSP enhanced outreach and enrollment assistance that have been publicly advertised and identified for these purposes.

F. **Indirect Costs** means costs incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objective specifically benefited, without effort disproportionate to the results achieved.

G. **Low Income Subsidy** (LIS) means financial assistance with Part D premiums and cost sharing for certain low-income Medicare beneficiaries referred to as the low-income subsidy.

H. **Medicare Improvements for Patients and Providers Act (MIPPA) of 2008** means legislation which amended Titles XVIII and XIX of the Social Security Act to extend expiring provisions under the Medicare Program; to improve beneficiary access to preventive and mental health services; to enhance low-income benefit programs; and to maintain access to care in rural areas, including pharmacy access.

I. **Medicare Prescription Drug Improvement and Modernization Act of 2003** (also known as the "Medicare Modernization Act" or "MMA") means legislation that imposed the most sweeping changes to the Medicare program since its inception, including the addition of a prescription drug benefit through a new Medicare "Part D."

ARTICLE I. DEFINITIONS (Continued)

J. **Medicare Savings Program** (MSP) - As of January 1, 2010, low-income Medicare beneficiaries who do not qualify for Medi-Cal may be enrolled in one of three Medicare Savings Programs that will automatically provide these individuals with the Low Income Subsidy (LIS). The Medicare Savings Programs include the following: Qualified Medicare Beneficiaries (QMB); Specified Low-Income Medicare Beneficiaries (SLMB); and Qualified Individuals (QI).

K. **Program Income** means revenue generated by the Contractor or subcontractor from contract-supported activities. Program income is:

1. Voluntary contributions received from a participant or responsible party as a result of services.

2. Income from usage or rental fees of real or personal property acquired with funds provided under this Agreement.

3. Royalties received on patents and copyrights from contract-supported activities.

4. Proceeds from sale of items fabricated under a contract agreement.

L. **Rural** means all territory, population and housing units not classified as urban. Rural classification cuts across other hierarchies and can be in metropolitan or non-metropolitan areas.

M. **State Health Insurance Assistance Program (SHIP)** means a national program supported by the federal Centers for Medicare and Medicaid Services (CMS) that offers one-on-one counseling and assistance to people with Medicare and their families. Through federal grants directed to states, SHIPs provide free counseling and assistance via telephone and face-to-face interactive sessions, public education presentations and programs, and media activities. In California SHIP is the same program as the Health Insurance Counseling and Advocacy Program (HICAP).

N. **Urban** means all territory, population and housing units in urban areas, which include urbanized areas and urban clusters. An urban area generally consists of a large central place and adjacent densely settled census blocks that together have a total population of at least 2,500 for urban clusters, or at least 50,000 for urbanized areas. Urban classification cuts across other hierarchies and can be in metropolitan or non-metropolitan areas.

ARTICLE II. SCOPE OF WORK

A. General Provisions

ARTICLE II. SCOPE OF WORK (Continued)

1. The Scope of Work shall be performed by the Area Agency on Aging (AAA) and their subcontractors which shall include, but not be limited to, the Health Insurance Counseling Advocacy Program (HICAP), the Aging and Disability Resource Center (ADRC), where applicable.

2. All MIPPA contract and subcontract activities must be over and above those related activities provided through other funding sources (e.g., OAA funding and the basic federal HICAP funds) and must meet performance benchmarks as specified by CDA.

B. Provisions for the Contractor.

The Contractor shall:

1. Provide enhanced outreach and enrollment assistance to eligible Medicare beneficiaries regarding their benefits; and more intensive outreach and enrollment assistance to (1) individuals in rural areas on Medicare Part D, and (2) individuals in all areas who may be eligible for the LIS or MSP.

2. Assume the lead responsibility in developing (and updating) the local MIPPA Project Plan that delineates how the AAAs, HICAPs, and ADRCs (where applicable) will coordinate their efforts and resources to achieve the performance objective of a 20 percent increase in LIS and MSP applications.

3. Provide enhanced outreach activities independently of, but in coordination with the affiliated HICAP (where applicable), ADRC (where applicable), other aging network programs (such as, but not limited to, Information and Assistance, Home-Delivered Meals, Brown Bag) and assist Medicare beneficiaries in applying for the LIS and MSP programs and Medicare Part D, with a high priority to rural areas.

4. Collaborate with the local HICAP serving the Planning and Service Area (PSA) and the ADRC (where applicable) to reach the required performance goals (see Exhibit A, Article V, Performance Benchmarks Document).

5. Work with local aging network resources (e.g., including but not limited to home-delivered meal providers, nutrition centers and Information and Assistance) and community partners (including but not limited to general health and mental health clinics, county Medi-Cal offices and local Social Security Administration offices), making every effort to provide enhanced outreach to eligible Medicare beneficiaries regarding their benefits and

ARTICLE II. SCOPE OF WORK (Continued)

enhanced outreach to individuals who may be eligible for the LIS and/or for the MSP.

6. Prepare and submit the AAA MIPPA related budget(s) to CDA. In addition, review, approve, and monitor all MIPPA related budgets, expenditures and revisions of subcontractors, including but not limited to HICAP (where applicable) and ADRC (where applicable). AAAs shall ensure that all budgeted funds are expended by the end of the contract period.

7. Monitor, on an ongoing basis, all use of MIPPA funds through reporting, site visits, regular contact, or other means to provide reasonable assurance that the MIPPA funds are administered in compliance with laws, regulations, and the provisions of contracts and that performance goals are achieved [OMB Circular A-133.400(d)(3)].

8. Provide support and technical assistance to subcontractors and respond in writing to all written requests for direction, guidance, and interpretation of instructions to include client and service data.

9. Distribute and maintain up-to-date CDA requirements so that all responsible persons have ready access to standards, policies, and procedures.

10. Submit a narrative report to CDA by March 1, 2010, that specifies how the contract funds were used, progress to date in achieving MIPPA Project Plan objectives; barriers encountered and steps taken to overcome these issues.

C. Provisions for the HICAP Program, where applicable.

The Contractor shall require the HICAP Program to:

1. Provide enhanced outreach and enrollment assistance to eligible Medicare beneficiaries regarding their benefits; and more intensive outreach and enrollment assistance to (1) individuals in rural areas on Medicare Part D, and (2) individuals in all areas who may be eligible for the LIS or MSP.

2. Conduct enhanced outreach activities in coordination with the AAA and ADRC (where applicable), to assist Medicare beneficiaries in applying for the LIS and MSP programs and Medicare Part D, with a high priority to rural areas.

3. Work collaboratively with the affiliated AAA(s) or ADRC (where applicable) to reach the required performance goals.

ARTICLE II. SCOPE OF WORK (Continued)

D. Provisions for the ADRC Program, where applicable.

The Contractor shall require the ADRC to:

1. Conduct enhanced outreach activities in coordination with the AAA and HICAP (where applicable), to assist Medicare beneficiaries in applying for the LIS and MSP programs and Medicare Part D, with a high priority to rural areas where applicable.

2. Provide increased outreach and enrollment assistance to beneficiaries on Medicare Part D and the MSP.

3. Work collaboratively with any affiliated HICAP or AAA to reach the required performance goals in the Performance Benchmarks Document.

4. Establish additional enrollment assistance centers to facilitate streamlined application for these benefits.

5. Participate on the MIPPA Statewide Steering Committee.

6. Test on-line and other tools being developed by the National Resource Center and provide feedback to the Steering Committee on the applicability of these products.

E. Other Provisions and Assumptions

1. Before payments can be made to the AAA, the AAA will be required to submit to CDA an updated MIPPA Project Plan, which clearly distinguishes the activities that will be performed by the each of the MIPPA entities, AAA, HICAP, and ADRC. This updated plan shall also identify how the AAA will coordinate with their local HICAP to meet the data reporting requirements as specified by CDA and to evaluate progress in meeting the contract performance benchmarks identified in Exhibit A, Article V (Performance Benchmarks Document). Further updates to the MIPPA Project Plan would only be required if substantial changes were proposed by the Contractor.

2. The Contractor shall assure:

   a. Services are provided to the Eligible Service Population as defined in Exhibit A, Article I, Section A.

   b. As applicable, compliance with standards and guidelines for procurement of supplies, equipment, construction, and services as provided in 45 CFR, Part 74 and 45 CFR, Part 92, "Procurement Standards."

ARTICLE II. SCOPE OF WORK (Continued)

c. Compliance with all standards and regulations identified in Exhibit A, Article I, Section H.

F. Performance Benchmark

The CDA has established benchmarks based on LIS/MSP data from SFY 2007-2008 for each AAA, HICAP and ADRC. These are contained in Exhibit A, Article V.

1. The Contractor shall attain the established AAA benchmark.

2. The HICAP shall attain the established benchmark over and above their current LIS/MSP benchmarks, as established by Quarterly Aggregate data reporting for SFY 2007-2008.

3. The ADRC shall attain the established benchmark independent of any AAA or HICAP program with which they may be affiliated.

G. Data Reporting and Collection

1. The Contractor is required to collect and report data as required to CDA for the AAA, HICAP, and ADRC.

2. The Contractor shall assure that all performance data reports submitted are timely, complete, accurate and verifiable, using CDA approved reporting procedures and timelines.

3. MIPPA Data Reports will include aggregate data from each reporting entities (i.e., AAA, HICAP, ADRC) that directly assisted Medicare beneficiaries in submitting an application for Medicare Part D, the LIS or the MSP benefit.

4. MIPPA Data Reports will be submitted via e-mail to CDA at datateam.reports@aging.ca.gov and are required on a monthly basis at the end of the month of the proceeding month during the term of the contract in order to meet CMS and AoA reporting requirements. The reporting timetable will be posted to the CDA website.

5. CDA reserves the right to modify performance reporting terms and conditions to assure compliance with Federal government guidelines and requirements.

6. Performance will meet measurable performance goals. Performance data that must be submitted includes, but is not limited to:

ARTICLE II. SCOPE OF WORK (Continued)

a. Number of consumers assisted in submitting an LIS and MSP application.

b. Number and type of enhanced outreach events conducted during the project period.

c. Number of LIS/MSP enrollment assistance events conducted during the project period.

d. Number of training and technical assistance sessions held for ADRC, AAA and HICAP programs on enhanced outreach, screening, enrollment assistance and follow-up strategies, including locations where the sessions were held.

e. Number of ADRC, AAA, HICAP programs agreeing to serve as enrollment assistance center.

7. AAAs, ADRCs and HICAPs may have the option of sub-contracting enhanced outreach activities to other community based organizations as necessary.

8. The Contractor will assure the protection of confidentiality of all project-related information that identifies individuals.

ARTICLE III. APPEAL PROCESS

A. Contractor may appeal an adverse determination as defined in Title 22 CCR, Section 7702 using the appeal process established by the CDA in Title 22 CCR, Sections 7700 through 7710. Such appeal shall be filed within thirty (30) days of CDA's notice of adverse determination.

B. Subcontractors of the Contractor may appeal the Contractor's final adverse determination relating to MIPPA funds using the appeal process established in Title 22 CCR, Sections 7700 through 7710.

C. Appeal costs or costs associated with any court review are not reimbursable.

ARTICLE IV. MIPPA SPECIFIC TERMS AND CONDITIONS

A. This Agreement is issued under the authority of the MIPPA Act of 2008, Section 119, PL 110-275. By receiving funds under this Agreement, the Contractor assures that it will carry out the project/program as authorized and will comply with the terms and conditions and other requirements of this Agreement.

B. This Agreement is subject to the requirement of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104).

ARTICLE V. PERFORMANCE BENCHMARKS

PERFORMANCE BENCHMARKS BY PSA - HICAP – ADRC (20%)

With SSA "leads" data provided by 1-31-10.

CA MIPPA Funding Allocations to AAAs, HICAPs, and ADRCs						
	AAAs (33)		HICAPs (26)		ADRCs (4)	
PSAs	Contract $	Benchmark	Contract $	Benchmark	Contract $	Benchmark
1	3,578	18	7,479	37	77,994	39(
2	8,229	41	8,599	43		
3	8,784	44	8,871	44	77,993	39(
4	38,589	193	21,439	107		
5	5,023	25	0	0		
6	19,474	97	11,040	55	77,993	39(
7	18,125	91	11,495	57		
8	13,633	68	10,101	51		
9	27,472	137	12,969	65		
10	30,778	154	13,844	69		
11	11,785	59	0	0		
12	6,462	32	7,750	39		
13	5,117	26	7,822	39		
14	19,115	96	11,023	55		
15	9,512	48	8,743	44		
16	960	5	0	0		
17	13,188	66	10,328	52		
18	13,201	66	10,242	51		
19	114,153	571	31,912	160		
20	30,431	152	13,954	70		
21	32,620	163	16,135	81		
22	47,577	238	19,517	98		
23	49,121	246	21,289	106	77,993	39(
24	3,914	20	0	0		
25	75,723	379	22,656	113		
26	4,826	24	0	0		
27	9,012	45	14,409	72		
28	10,078	50	0	0		
29	4,117	21	0	0		
30	8,421	42	8,852	44		
31	4,159	21	7,455	37		
32	7,460	37	8,223	41		
33	12,380	62	9,781	49		
TOTAL	**667,017**	**3,335**	**335,928**	**1,680**	**311,973**	**1,56(**
6,575 Total new applications					16,200	State Operations/ Contract Management
Performance benchmark equals total contract $ divided by $200/LIS-MSP application benchmark set by CMS					328,173	Total ADRC Funds

ARTICLE I. FUNDS

A. Expenditure of Funds

1. The Contractor shall expend all funds received hereunder in accordance with this Agreement.

2. Any reimbursement for authorized travel and per diem shall be at rates not to exceed those amounts paid by the State in accordance with Department of Personnel Administration's rules and regulations.

- Travel - http://www.dpa.ca.gov/textdocs/freepmls/PML2008019.pdf
- Per Diem (meals and incidentals) - http://www.dpa.ca.gov/personnel-policies/travel/meals-and-incidentals.htm
- Lodging – http://www.dpa.ca.gov/personnel-policies/travel/short-term-travel.htm

This is not to be construed as limiting the Contractor from paying any differences in costs, from funds other than those provided by this Department, between the Department of Personnel Administration rates and any rates the Contractor is obligated to pay under other contractual agreements. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the State. (CCR, Title 2 Section 599.615 et seq.)

Contractor agrees to include these requirements in all contracts it enters into with subcontractors/vendors to provide services pursuant to this Agreement.

3. The Department reserves the right to refuse payment to the Contractor or disallow costs for any expenditure, as determined by the Department to be: out of compliance with this Agreement, unrelated or inappropriate to contract activities, when adequate supporting documentation is not presented, or where prior approval was required but was either not requested or not granted.

B. Accountability for Funds

The Contractor shall maintain accounting records for funds received under the terms and conditions of this Agreement. These records shall be separate from those for any other funds administered by the Contractor, and shall be maintained in accordance with Generally Accepted Accounting Principles and Procedures and the Office of Management and Budget's Cost Principles.

ARTICLE I. FUNDS (Continued)

C. Unexpended Funds

Upon termination, cancellation, or expiration of this Agreement, or dissolution of the entity, the Contractor shall return to the State immediately upon written demand, any funds provided under this Agreement, which are not payable for goods or services delivered prior to the termination, cancellation, or expiration of this Agreement, or the dissolution of the entity.

D. Availability of Funds

1. Federal funds will be made available in two increments. The Federal Government disburses 50 percent of the total allocation for this project for expenditures for Fiscal Year 2009-10. The second half of funding is contingent upon CMS and AoA approval of performance data submitted for the initial first phase report, due to CDA March 1, 2010, with any modifications to the initial MIPPA Project Plan. If awarded, these funds will be disbursed for Fiscal Year 2010-11.

2. It is understood between the parties that this Agreement may have been written before ascertaining the availability or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if this Agreement were executed after that determination was made.

3. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government or the Budget Acts of the appropriate fiscal years for the purpose of these programs. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this Agreement in any manner.

4. Limitation of State Liability

Payment for performance by the Contractor shall be dependent upon the availability of future appropriations by the Legislature or Congress for the purposes of this contract and approval of an itemized MIPPA Budget (CDA 229m). No legal liability on the part of the State for any payment may arise under this contract until funds are made available, the itemized budget is received and approved by the State, and the Contractor has received an executed contract.

ARTICLE I. FUNDS (Continued)

5. Funding Reduction(s)

a. If funding for any State fiscal year is reduced or deleted by the State or federal government, the State shall have the option to either:

- Terminate the Contract pursuant to Exhibit D, Article XII, B.
- Offer a contract amendment to the Contractor to reflect the reduced funding for this contract.

b. In the event that the State elects to offer an amendment, it shall be mutually understood by both parties that (1) the State reserves the right to determine which contracts, if any, under this program shall be reduced and (2) some contracts may be reduced by a greater amount than others, and (3) that the State shall determine at its sole discretion the amount that any or all of the contracts shall be reduced for the fiscal year.

E. Interest Earned

1. If, as a result of advanced funds, the project earns interest on funds awarded by the State, that interest shall be identified as income to the program and used for program expenditures, with full documentation on file for all programs.

2. For MIPPA program:

a. Nonprofits shall maintain advances of federal funds in interest bearing accounts, unless (1), (2), or (3) apply.

(1) The recipient receives less than $120,000 in federal awards per year.

(2) The best reasonably available interest bearing account would not be expected to earn interest in excess of $250 per year on federal cash balances.

(3) The depository would require an average or minimum balance so high that it would not be feasible within the expected federal and non-federal cash resources.

ARTICLE I. FUNDS (Continued)

b. For nonprofit entities, interest earned in excess of $250 on federal advances deposited in interest bearing accounts shall be remitted annually to the Department.

F. Program Income

1. Program Income must be reported and expended under the same terms and conditions as the program funds from which it is generated.

2. Program Income must be used to pay for current allowable costs of the program.

3. Program Income must be used to expand services

H. MIPPA Administration

MIPPA Administration shall be no more than 8 % of the total MIPPA allocation.

ARTICLE II. BUDGET AND BUDGET REVISION

A. The Contractor shall be compensated for expenses only as itemized in the approved MIPPA Budget (CDA 229m) and shall not be entitled to payment for these expenses until the MIPPA Budget (CDA 229m) is reviewed and approved by the Department. The approved MIPPA Budget is hereby incorporated by reference into this Agreement as a part of Exhibit B.

B. The Contractor shall submit electronically the original CDA 229m no later than 30 days after receiving this contract.

C. The CDA 229m must set forth in detail the reimbursable items, unit rates and extended total amounts for each line item. The Contractor's budget shall include, at a minimum, the following items when reimbursable under this Agreement:

1. Direct and overhead costs.

2. Salary rates, as appropriate and personnel classifications together with the percentage of personnel time to be charged to this Agreement, as well as fringe benefits.

3. Rental reimbursement items should specify the unit rate, such as the rate per square foot.

4. If purchase of equipment is a reimbursable item, the equipment to be purchased should be specified.

5. Any travel outside the State of California.

6. A detailed list of other operating expenses.

ARTICLE II. BUDGET AND BUDGET REVISION (Continued)

D. The Contractor shall ensure that subcontractors submit a budget, which shall be incorporated by reference into the subcontract and will have, at a minimum, the categories listed in Section C, above.

E. The Contractor may make changes in budget allocations, subject to the following conditions:

1. The Contractor may transfer contract funds from each line item in accordance with OMB, 45CFR subpart 92, section .30 (common rules).

2. The Contractor shall maintain a written record of all budget changes and clearly document line item changes. The record shall include the date of the transfer, the amount, and the purpose. This record shall be available to the Department upon request and shall be maintained in the same manner as all other financial records.

3. Allocations for program costs may not be transferred to the AAA administration allocation.

4. In the event that programs are changed from DIRECT to CONTRACTED or CONTRACTED to DIRECT, the Contractor shall submit a revised budget to the Department. An amendment to this Agreement shall be required in accordance with Exhibit D, Article XV.

E. The Contractor shall submit electronically a budget revision 30 days after receiving an amended MIPPA Budget Display with changes in funding levels, unless otherwise instructed by the Department.

F. The final date to submit a budget revision is April 30, 2011, unless otherwise specified by CDA.

H. Indirect Costs

1. The maximum reimbursement amount allowable for indirect costs is 8% of Contractor's direct costs, excluding in-kind contributions and nonexpendable equipment.

   Contractor agrees to include this requirement in all contracts it enters into with subcontractors/vendors to provide services pursuant to this Agreement.

2. Contractors requesting reimbursement for indirect costs shall retain on file an approved indirect cost rate or an allocation plan documenting the methodology used to determine the indirect costs.

3. Indirect costs exceeding the 8% maximum may be budgeted as in-kind.

ARTICLE III. PAYMENTS

A. The Contractor shall prepare and submit electronically by the 30th of each month to the AAA-Based Team the MIPPA Monthly Report of Expenditures/Requests for Funds (CDA 245m) unless otherwise specified by the Department.

B. Advance Payments

1. The Contractor may request one advance payment within the first quarter of each fiscal year, which shall not exceed twenty-five percent (25%) of the amount awarded for the fiscal year, for each funding source under the terms of this Agreement, unless otherwise specified by the Department. To receive an advance payment, the Contractor shall submit electronically an Annual Advance - Request for Funds (CDA 245m).

2. One-sixth of the advanced payment shall be deducted each month from reimbursement amounts due the Contractor until the advance is fully liquidated.

3. If at the time of the Closeout Report for each fiscal year, or upon completion or termination of this Agreement, the advance payment has not been fully liquidated, the Contractor agrees to pay the balance to the Department immediately upon written demand.

4. If the Contractor has received an advance payment, the Contractor shall advance to the subcontractor, upon execution of the subcontract, one advance payment of up to twenty-five percent (25%) of the subcontract amount for that fiscal year. If the Contractor receives an advance payment in the second fiscal year, the Contractor shall advance to the subcontractor, one advance payment of up to twenty-five percent (25%) of the subcontract amount for the second fiscal year.

C. Monthly Reimbursement Payments

1. The Contractor shall submit a CDA 245m to the Department no later than thirty (30) days after the close of the month for which expenditures occurred.

2. The Contractor shall be reimbursed for actual cash expenditures.

3. The Contractor shall ensure the implementation of policy and procedures developed by the Department whereby the subcontractors report expenditures and request payment monthly in arrears for actual expenses incurred.

4. The Department shall pay the Contractor a total not to exceed the amount shown on the Budget Display, which is hereby incorporated by reference.

ARTICLE III. PAYMENTS (Continued)

D. Financial Management Systems

The Contractor shall meet the following standards for its financial management systems, as stipulated in 45 CFR Section 92.20 (governmental) or 45 CFR, Section 74.21 (non-profits):

1. Financial Reporting
2. Accounting Records
3. Internal Control
4. Budgetary Control
5. Allowable Costs
6. Source Documentation
7. Cash Management

ARTICLE IV. CLOSEOUT

A. The MIPPA Financial Closeout Report (CDA 230m) shall be submitted to the AAA-Based Team, within 30 calendar days following the end of the contract period, or within 30 days following termination prior to the end of the contract period, unless otherwise specified by CDA.

State of California
California Department of Aging
CDA 001 (Rev. 11/05)

Award #: MP-0910-21
Date: 7/1/2009
Amendment #: 0
Date: 7/29/2009

Budget Detail, Payment Provisions, and Closeout - Exhibit B

Budget Display

Fiscal Years 2009/10 & 2010/11

County of Riverside

2009-2010	Baseline	Remaining Funds	Total	Net Change
AAA MIPPA				
AOA & CMS	16,494		16,494	
Total AAA MIPPA	16,494	-	16,494	-
HICAP MIPPA				
CMS	8,127		8,127	
Total HICAP MIPPA	8,127	-	8,127	-
ADRC MIPPA				
AOA & CMS	-		-	
Total ADRC MIPPA	-	-	-	-
Grand Total - All Funds 2009-10	24,621	-	24,621	-
Funding Summary				
Federal Funds	24,621	-	24,621	-
	24,621	-	24,621	-

2010-2011	Baseline	Remaining Funds	Total	Net Change
AAA MIPPA				
AOA & CMS	16,494		16,494	
Total AAA MIPPA	16,494	-	16,494	-
HICAP MIPPA				
CMS	8,127		8,127	
Total HICAP MIPPA	8,127	-	8,127	-
ADRC MIPPA				
AOA & CMS	-		-	
Total ADRC MIPPA	-	-	-	-
Grand Total - All Funds 2010-11	24,621	-	24,621	-
Funding Summary				
Federal Funds	24,621	-	24,621	-
	24,621	-	24,621	-

TOTAL MIPPA GRANT ALLOCATION	Baseline	Remaining Funds	Total	Net Change
AAA MIPPA				
AOA & CMS	32,988		32,988	
Total AAA MIPPA	32,988	-	32,988	-
HICAP MIPPA				
CMS	16,254		16,254	
Total HICAP MIPPA	16,254	-	16,254	-
ADRC MIPPA				
AOA & CMS	-		-	
Total ADRC MIPPA	-	-	-	-
Grand Total - All Funds	49,242	-	49,242	-
Funding Summary				
Federal Funds	49,242	-	49,242	-
	49,242	-	49,242	

State of California	Award #:	MP-0910-21
California Department of Aging	Date:	7/1/2009
CDA 001 (Rev. 11/05)	Amendment #:	0
	Date:	7/29/2009

Budget Detail, Payment Provisions, and Closeout - Exhibit B

Budget Display

Fiscal Years 2009/10 & 2010/11

County of Riverside

2009-2010	Baseline	Remaining Funds	Total	Net Change
Comments:				
2009-2010				
The maximum amount of AAA MIPPA allowable for administration is:			$1,320	
The maximum amount of HICAP MIPPA allowable for administration is			$650	
The maximum amount of ADRC MIPPA allowable for administration is:			$0	
2010-2011				
The maximum amount of AAA MIPPA allowable for administration is:			$1,320	
The maximum amount of HICAP MIPPA allowable for administration is			$650	
The maximum amount of ADRC MIPPA allowable for administration is:			$0	

Special Terms and Conditions - Exhibit D
MIPPA

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS

A. Definitions

1. The term "Agreement" or "Contract" shall mean the Standard Agreement (Std. 213), exhibits A, B, C, and D, and an approved MIPPA Budget, which is hereby incorporated by reference, amendments, and any other documents incorporated by reference, unless otherwise provided for in this Article.

2. "State" and "Department," mean the State of California and the California Department of Aging (CDA) interchangeably.

3. "Contractor" means the Area Agency on Aging to which funds are awarded under this Agreement and which is accountable to the State and/or federal government for use of these funds and which is responsible for executing the provisions for services of this Agreement.

4. "Subcontractor" or "vendor" means the legal entity that receives funds from the Contractor to provide direct services identified in this Agreement. Subcontract and/or vendor agreement means a subcontract and/or vendor agreement supported by funds from this Agreement.

5. "Reimbursable item" also means "allowable cost" and "compensable item."

6. "CFR" means Code of Federal Regulations. "CCR" means California Code of Regulations. "GC" means Government Code. "W & I" means Welfare and Institutions Code. "USC" means United States Code. "PCC" means the Public Contract Code.

B. Resolution of Language Conflicts

In the event of any inconsistency between the articles, attachments, or provisions which constitute this contract, the following order of precedence shall apply:

1. Standard Agreement (STD 213), all Exhibits and any amendments thereto.

2. All other contract policy terms and conditions contained in applicable Department of Health and Human Services (HHS) Grant Policy Statements apply unless they conflict or are superseded by the terms and conditions of the Medicare Improvements for Patients and Providers Act of 2008, Section 119, PL 110-275. Contractor is responsible for contacting CDA for any needed clarifications.

4. Any other documents incorporated herein by reference.

5. Program memos and other guidance issued by the Department.

ARTICLE II. ASSURANCES

A. Law, Policy and Procedure, Licenses, and Certificates

The Contractor agrees to administer this Agreement and require any subcontractors to administer their subcontracts in accordance with this Agreement, and with all applicable local, State, and federal laws and regulations including, but not limited to, discrimination, wages and hours of employment, occupational safety, and to fire, safety, health, and sanitation regulations, directives, guidelines, and/or manuals related to this Agreement and resolve all issues using good administrative practices and sound judgment. The Contractor and its subcontractors shall keep in effect all licenses, permits, notices, and certificates that are required by law.

B. The Contractor shall require language in all subcontracts to require all subcontractors to comply with all applicable State and federal laws.

C. Nondiscrimination

The Contractor shall comply with all federal statutes relating to nondiscrimination. These include those statutes and laws contained in the Contractor Certification Clauses (CCC 307) which is hereby incorporated by reference. In addition, Contractor shall comply with the following:

1. Equal Access to Federally-Funded Benefits, Programs and Activities (Title VI of the Civil Rights Act of 1964.)

   Contractor shall ensure compliance with Title VI of the Civil Rights Act of 1964 (42 USC. Section 2000d; 45 CFR Part 80), which prohibits recipients of federal financial assistance from discriminating against persons based on race, color, religion, or national origin.

2. Equal Access to State-Funded Benefits, Programs and Activities
   Contractor shall, unless exempted, ensure compliance with the requirements of Government Code sections 11135-11139.5, and Section 98000 et seq. of Title 22 of the California Code of Regulations, which prohibit recipients of state financial assistance from discriminating against persons based on race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, or disability. (22 CCR 98323) (Chapter 182, Stats. 2006)

3. Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. Sections 12101 et seq.).

ARTICLE II. ASSURANCES (Continued)

4. Contractor agrees to include these requirements in all contracts it enters into with subcontractors to provide services pursuant to this Agreement.

D. Standards of Work

The Contractor agrees that the performance of work and services pursuant to the requirements of this Agreement shall conform to accepted professional standards.

E. Conflict of Interest

1. The Contractor shall prevent employees, consultants, or members of governing bodies from using their positions for purposes including, but not limited to, the selection of subcontractors, that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as family, business, or other ties. In the event that the State determines that a conflict of interest exists, funds may be disallowed by the State and such conflict may constitute grounds for termination of the Agreement.

2. This provision shall not be construed to prohibit employment of persons with whom the Contractor's officers, agents, or employees have family, business, or other ties, so long as the employment of such persons does not result in a conflict of interest (real or apparent) or increased costs over those associated with the employment of any other equally qualified applicant, and such persons have successfully competed for employment with the other applicants on a merit basis.

F. Covenant Against Contingent Fees

1. The Contractor warrants that no person or selling agency has been employed or retained to solicit this Agreement. There has been no agreement to make commission payments in order to obtain this Agreement.

2. For breach or violation of this warranty, the State shall have the right to terminate this Agreement without liability or at its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

G. Payroll Taxes and Deductions

The Contractor shall promptly forward payroll taxes, insurances, and contributions, including State Disability Insurance, Unemployment Insurance, Old

ARTICLE II. ASSURANCES (Continued)

Age Survivors Disability Insurance, and federal and State income taxes withheld, to designated governmental agencies.

H. Facility Construction or Repair

1. When applicable for purposes of construction or repair of facilities, the Contractor shall comply with the provisions contained in the following and shall include such provisions in any applicable agreements with subcontractors:

   a. Copeland "Anti-Kickback" Act (18 USC 874, 40 USC 276c) (29 CFR, Part 3).

   b. Davis-Bacon Act (40 USC 276a to 276a-7) (29 CFR, Part 5).

   c. Contract Work Hours and Safety Standards Act (40 USC 327-333) (29 CFR, Part 5, 6, 7, 8).

   d. Executive Order 11246 of September 14, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967, as supplemented in Department of Labor Regulations (41 CFR, Part 60).

2. The Contractor shall not use payments for construction, renovation, alteration, improvement, or repair of privately-owned property which would enhance the owner's value of such property to the benefit of the owner except where permitted by law or with prior approval by the Department.

3. The Contractor or subcontractor must obtain prior written approval from the Department before making any fund or budget transfers between construction and nonconstruction.

I. Contracts in Excess of $100,000

If all funding provided herein exceeds $100,000, the Contractor shall comply with all applicable orders or requirements issued under the following laws:

1. Clean Air Act, as amended (42 USC 1857).

2. Clean Water Act, as amended (33 USC 1368).

3. Federal Water Pollution Control Act, as amended (33 USC 1251, et seq.).

4. Environmental Protection Agency Regulations (40 CFR, Part 15 and Executive Order 11738).

ARTICLE II. ASSURANCES (Continued)

5. Public Contract Code Section 10295.3.

J. Debarment, Suspension, and Other Responsibility Matters

1. The Contractor certifies to the best of its knowledge and belief, that it and its subcontractors:

   a. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

   b. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

   d. Have not within a three-year period preceding this Agreement had one or more public transactions (federal, State, or local) terminated for cause or default.

   e. Contractor shall report immediately to the Department in writing any incidents of alleged fraud and/or abuse by either Contractor or Contractor's subcontractor. Contractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by the Department.

2. The Contractor agrees to timely execute any and all amendments to this Agreement or other required documentation relating to their subcontractors debarment/suspension status.

K. Agreement Authorization

1. If a public entity, the Contractor shall submit to the Department a copy of the resolution, order, or motion referencing this Agreement number authorizing execution of this Agreement. If a private nonprofit entity, the

ARTICLE II. ASSURANCES (Continued)

Contractor shall submit to the Department an authorization by the board of directors to execute this Agreement, referencing this Agreement number.

2. These documents must also identify the action taken.

3. Documentation in the form of a resolution, order, or motion by the Governing Board of the Area Agency on Aging is required for the original and each subsequent amendment to this Agreement. This requirement may also be met by a single resolution from the Governing Board of the Contractor authorizing the Area Agency on Aging Director or designee to execute the original and all subsequent amendments to this Agreement.

L. Contractor's Staff

1. The Contractor shall maintain adequate staff to meet the contractor's obligations under this Agreement.

2. This staff shall be available to the State for training and meetings which the State may find necessary from time to time.

M. Corporate Status

1. The Contractor shall be a public or private nonprofit entity or Joint Powers Agreement (JPA). If a private nonprofit corporation or JPA, the Contractor shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Agreement.

2. The Contractor shall ensure that any subcontractors providing services under this Agreement shall be of sound financial status. Any private, subcontracting corporation or JPA shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Agreement.

3. Failure to maintain good standing by the contracting corporation or JPA shall result in suspension or termination of this Agreement with the Department until satisfactory status is restored. Failure to maintain good standing by a subcontracting corporation or JPA shall result in suspension or termination of the subcontract by the Contractor until satisfactory status is restored.

N. Lobbying Certification

The Contractor, by signing this Agreement, hereby certifies to the best of his or her knowledge and belief, that:

ARTICLE II. ASSURANCES (Continued)

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

2. 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, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including subgrants, and contracts under grants, loans, and cooperative agreements which exceed $100,000) and that all subrecipients shall certify and disclose accordingly.

4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This certification is a prerequisite for making or entering into this transaction imposed by 31 USC 1352. 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.

ARTICLE III. AGREEMENT

A copy of this Agreement is on file and available for inspection at the California Department of Aging, 1300 National Drive, Suite 200, Sacramento, California 95834.

ARTICLE IV. COMMENCEMENT OF WORK

Should the Contractor or subcontractor begin work in advance of receiving notice that this Agreement is approved, that work may be considered as having been performed at risk as a mere volunteer and may not be reimbursed or compensated.

ARTICLE V. SUBCONTRACTS OR VENDOR AGREEMENTS

A. The Contractor shall satisfy, settle, and resolve all administrative, programmatic, and fiscal aspects of the program(s), including issues that arise out of any subcontracts and/or vendor agreements, and shall not delegate or contract these responsibilities to any other entity. This includes, but is not limited to, disputes, claims, protests of award, or other matters of a contractual nature.

B. In the event any subcontractor is utilized by the Contractor for any portion of this Agreement, the Contractor shall retain the prime responsibility for all the terms and conditions set forth, including but not limited to, the responsibility for preserving the State's copyrights and rights in data in accordance with Article XIX, of this exhibit, for handling property in accordance with Article VII of this exhibit, and ensuring the keeping of, access to, availability, and retention of records of subcontractors in accordance with Article VI of this exhibit.

C. Funds for this Agreement shall not be obligated in subcontracts and/or vendor agreements for services beyond the ending date of this Agreement, unless all funding under this Agreement is appropriated without regard for fiscal year, and the Department has agreed in writing to permit the specific expenditure for a specified period of time.

D. The Contractor shall have no authority to contract for, or on behalf of, or incur obligations on behalf of the State.

E. Copies of subcontracts, vendor agreements, Memorandums and/or Letters of Understanding shall be on file with the Contractor and shall be made available for review at the request of the Department.

F. The Contractor shall monitor the insurance requirements of its subcontractors and/or vendors in accordance with Article XI, Section E of this exhibit.

G. The Contractor shall require language in all subcontractor and/or vendor agreements to indemnify, defend, and save harmless the Contractor, its officers, agents, and employees from any and all claims and losses accruing to or resulting from any subcontractors, vendors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with any activities performed for which funds from this Agreement were used and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the subcontractor and/or vendor in the performance of this Agreement.

H. The Contractor shall ensure that the subcontractor and/or vendor will complete all reporting and expenditure documents requested by the Department. These reporting and expenditure documents shall be sent to the Contractor in a timely manner and at intervals as determined by the Department.

ARTICLE V. SUBCONTRACTS AND/OR VENDOR AGREEMENTS (Continued)

I. Prior to the awarding of a subcontract to any for-profit entity, the Contractor shall submit the following to the Department for review and approval (per CCR, Title 22, Division 1.8, Section 7362):

1. The RFP or IFB.
2. All bid proposals received.
3. The proposal or bid evaluation documentation, along with the Contractor's rationale for awarding the subcontract to a for-profit entity.

Where a program may be subcontracted to a for-profit organization, the Contractor should include in its contract with the for-profit entity a requirement for performance of a program specific audit of the subcontracted program by an independent audit firm.

J. The Contractor shall require the subcontractor to maintain adequate staff to meet the subcontractor's Agreement with the Contractor. This staff shall be available to the State for training and meetings which the State may find necessary from time to time.

K. If a private nonprofit corporation, the subcontractor shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Agreement.

L. The Contractor shall refer to the guidance in OMB Circular A-133 Section 210 in making a determination of whether a subcontractor and/or vendor relationship exists. If a vendor relationship exists then the Contractor shall follow the Procurement requirements in the applicable OMB Circular and record the vendor expenditures on Page 1 of the closeout under consultant or equipment costs if the Contractor purchased services or property respectively.

ARTICLE VI. RECORDS

A. The Contractor shall maintain complete records (which shall include, but not be limited to, accounting records, contracts, agreements, reconciliation of the "Financial Closeout Report" to the audited financial statements, a summary worksheet of results from the audit resolutions performed for all subcontractors with supporting documentation, letters of agreement, insurance documentation in accordance with this Article, Memorandums and/or Letters of Understanding, patient or client records, and electronic files) of its activities and expenditures hereunder in a form satisfactory to the State and shall make all records pertaining to this Agreement available for inspection and audit by the State or its duly authorized agents, at any time during normal business hours. All such records must be maintained and made available by the Contractor; (a) until an audit has occurred and an audit resolution has been issued or unless otherwise

ARTICLE VI. RECORDS (Continued)

authorized in writing by the Department's Audit Branch, (b) for such longer period, if any, as is required by applicable statute, by any other clause of this Agreement, or by Sections B, and C of this Article, and (c) for such longer period as the Department deems necessary.

B. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for the same periods as specified in Section A above. The Contractor shall ensure that any resource directories and all client records remain the property of the Department upon termination of this Agreement, and are returned to the Department or transferred to another Contractor as instructed by the Department.

C. In the event of any litigation, claim, negotiation, audit exception, or other action involving the records, all records relative to such action shall be maintained and made available until every action has been cleared to the satisfaction of the State and so stated in writing to the Contractor.

D. Adequate source documentation of each transaction shall be maintained relative to the allowability of expenditures reimbursed by the State under this Agreement. If the allowability of expenditures cannot be determined because records or documentation of the Contractor are nonexistent or inadequate according to Generally Accepted Accounting Principles and Procedures, the expenditures will be questioned in the audit and may be disallowed by the State during the audit resolution process.

E. After the authorized period has expired, confidential records shall be shredded and disposed of in a manner that will maintain confidentiality.

ARTICLE VII. PROPERTY

A. Unless otherwise provided for in this Article, property refers to all assets, capitalized or noncapitalized, used in operation of this Agreement.

1. Property includes land, buildings, improvements, machinery, vehicles, furniture, tools, and intangibles, etc .

2. Property does not include consumable office supplies such as paper, pencils, typing ribbons, file folders, etc.

B. Property meeting all of the following criteria are subject to the capitalization requirements. Such property must:

1. Have a normal useful life of at least 1 year;

ARTICLE VII. PROPERTY (Continued)

2. Have a unit acquisition cost of at least $5000 (e.g., four identical assets which cost $3000 each, for a $12,000 total would not meet this capitalization requirement); and

3. Be used to conduct business under this Agreement.

C. Noncapitalized property are those items which do not meet all three requirements in this Article, Section B above.

D. Additions, improvements, and betterments to assets meeting all of the conditions in Section B above must be capitalized. Additions typically involve physical extensions of existing units. Improvements and betterments typically do not increase the physical size of the asset. Instead, improvements and betterments enhance the condition of an asset (e.g., extend life, increase service capacity, and lower operating costs). Examples of assets that might be improved and bettered include roads, bridges, curbs and gutters, tunnels, parking lots, streets and sidewalks, drainage, and lighting systems.

E. Intangibles are property which lack physical substance but give valuable rights to the owner and can be capitalized or noncapitalized. Examples of intangible property include patents, copyrights, leases, and computer software. By contrast, hardware consists of tangible equipment (e.g., computer printer, terminal, etc.).

Costs include all amounts incurred to acquire and to ready the intangible asset for its intended use. Typical intangible property costs include the purchase price, legal fees, and other costs incurred to obtain title to the asset.

F. The Contractor shall record the following information when property is acquired:

1. Date acquired;

2. Property description (include model number);

3. Property identification number

4. Serial number

5. Cost or other basis of valuation;

6. Fund source; and

7. Rate of depreciation (or depreciation schedule), if applicable.

ARTICLE VII. PROPERTY (Continued)

The Contractor shall keep track of property purchased with Contract funds, whether capitalized or not. The Contractor shall maintain and submit to the Department annually with the Closeout, a current inventory of property furnished or purchased by either the Contractor or the subcontractor with funds awarded under the terms of this Agreement or any predecessor agreement for the same purpose. The Contractor shall use the Report of Project Property Furnished/Purchased with Agreement Funds (CDA 32), unless otherwise directed by the Department.

G. Prior to disposal of any property purchased by the Contractor or the subcontractor with funds from this Agreement, the Contractor must obtain approval from the Department regardless of the acquisition value. Disposition, which includes sale, trade-in, discarding, or transfer to another agency may not occur until approval is received from the Department. The Contractor shall use the Request to Dispose of Property (CDA 248) to dispose of property.

H. The Contractor shall immediately investigate and within five (5) days fully document the loss, destruction, or theft of such property.

I. The State reserves title to all State-purchased or financed property not fully consumed in the performance of this Agreement, unless otherwise required by federal law or regulations or as otherwise agreed by the parties.

J. Contractor shall exercise due care in the use, maintenance, protection, and preservation of such property during the period of the project, and shall assume responsibility for replacement or repair of such property during the period of the project, until the Contractor has complied with all written instructions from the Department regarding the final disposition of the property.

K. In the event of the Contractor's dissolution or upon termination of this Agreement, the Contractor shall provide a final property inventory to the State. The State reserves the right to require the Contractor to transfer such property to another entity, or to the State.

L. To exercise the above right, no later than 120 days after termination of the Agreement or notification of the Contractor's dissolution the State will issue specific written disposition instructions to the Contractor.

M. The Contractor shall use the property for the purpose for which it was intended under the Agreement. When no longer needed for that use, the Contractor shall use it, if needed, and with written approval of the State for other purposes in this order:

1. Another Department program providing the same or similar service; or

2. Another Department-funded program.

ARTICLE VII. PROPERTY (Continued)

N. The Contractor may share use of the property and equipment or allow use by other programs, upon written approval of the Department. As a condition of the approval, the Department may require reimbursement under this Agreement for its use.

O. The Contractor or subcontractor shall not use equipment or supplies acquired under this Agreement with federal and/or State monies for personal gain or to usurp the competitive advantage of a privately-owned business entity.

P. If purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in the budget.

Q. The Contractor shall include the provisions contained in this Article in all its subcontracts awarded under this Agreement.

ARTICLE VIII. ACCESS

The Contractor shall provide access to the federal or State agency, Bureau of State Audits, the Controller General of the United States, or any of their duly authorized federal or State representatives to any books, documents, papers, records, and electronic files of the Contractor or subcontractor which are directly pertinent to this specific Agreement for the purpose of audit, examination, excerpts, and transcriptions. The Contractor shall include this requirement in its subcontracts.

ARTICLE IX. MONITORING, ASSESSMENT, AND EVALUATION

A. Authorized State representatives shall have the right to monitor, assess, and evaluate the Contractor's performance pursuant to this Agreement. Said monitoring, assessment, and evaluation may include, but is not limited to, audits, inspections of project premises, inspection of food preparation sites, and interviews of project staff and participants.

B. The Contractor shall cooperate with the State in the monitoring, assessment, and evaluation processes, which include making any Administrative program and fiscal staff available during any scheduled process.

ARTICLE X. AUDITS

A. Contractors that expend $500,000 or more in Federal Awards shall arrange for an audit to be performed as required by the Single Audit Act of 1984, Public Law 98-502, Single Audit Act Amendments of 1996, Public Law 104-156, and Office of Management and Budget (OMB) Circular A-133, and a copy submitted to the:

California Department of Aging
Attention: Audit Branch

ARTICLE X. AUDITS (Continued)

1300 National Drive, Suite 200
Sacramento, California 95834

The copy shall be submitted within the earlier of 30 days after receipt of the auditor's report or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency.

The contractor shall ensure that State-Funded expenditures are displayed discretely along with the related federal expenditures in the single audit report's "Schedule of Expenditures of Federal Awards" (SEFA) under the appropriate Catalog of Federal Domestic Assistance (CFDA) number as referenced in Section B of this Article.

For State contracts that do not have CFDA numbers, the Contractor shall ensure that the State-funded expenditures are discretely identified in the SEFA by the appropriate program name, identifying grant/contract number, and as passed-through the California Department of Aging.

B. The Contractor shall identify the CFDA titles and numbers to the independent auditor conducting the organization's single audit along with each of its subrecipients. The funding source (Federal Grantor) for the following programs is the U.S. Department of Health and Human Services and Centers for Medicare and Medicaid Services.

93.071	Medicare Enrollment Assistance Program
93.779	LIS/MSP Outreach to Low Income Medicare Beneficiaries

C. The Contractor shall perform a reconciliation of the "Financial Closeout Report" to the audited financial statements. The reconciliation shall be maintained and made available for Department review.

D. The Contractor shall have the responsibility for resolving its contracts with subcontractors to determine whether funds provided under this Agreement are expended in accordance with applicable laws, regulations, and provisions of contracts or agreements.

Contract resolution includes:

1. Ensuring that a subcontractor expending $500,000 or more in aggregate in Federal Awards during the subcontractor's fiscal year has met the audit requirements of OMB Circular A-133 as summarized in D;

ARTICLE X. AUDITS (Continued)

2. Issuing a management decision on audit findings within six months after receipt of the subcontractor's single audit report and ensuring that the subcontractor takes appropriate and timely corrective action;

3. Reconciling expenditures reported to the Department to the amounts identified in the single audit or other type of audit, if the subcontractor was not subject to the single audit requirements. For a subcontractor who was not required to obtain a single audit and who did not obtain another type of audit, the reconciliation of expenditures reported to the Department must be accomplished through the performance of alternative procedures (e.g., expense verification reviews/fiscal monitoring assessments);

4. When alternative procedures are used, the Contractor shall perform financial management system testing per existing federal requirements (45 CFR, Subpart C, Part 92.20 and 45 CFR, Part 74.21) which state in part that financial reporting must be accurate, current, and complete; and, accounting records must adequately identify the source and application of funds and must be supported by source documentation. The Contractor shall document system and expense testing to show an acceptable level of reliability, including a review of actual source documents; and

5. Determining whether the results of the reconciliations performed necessitate adjustment of the Contractor's own records.

E. The Contractor shall ensure that the subcontractor single audit reports meet OMB Circular A-133 requirements:

1. Performed timely – not less frequently than annually and a report submitted timely. The audit is required to be submitted within 30 days after receipt of the auditor's report or nine months after the end of the audit period, whichever occurs first.

2. Properly procured – use procurement standards provided for in OMB Circular A-133 and provide maximum opportunities to small and minority audit firms.

3. Performed in accordance with Generally Accepted Government Auditing Standards – shall be performed by an independent auditor and be organization-wide.

4. All inclusive – includes an opinion (or disclaimer of opinion) of the financial statements; a report on internal control related to the financial statements and major programs; an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements; and the schedule of findings and questioned costs.

ARTICLE X. AUDITS (Continued)

5. Performed in accordance with provisions applicable to this program as identified in OMB Circular A-133 Compliance Supplement.

F. Requirements identified in D of this Article shall be included in contracts/agreements with the subcontractor. Further, the subcontractor shall be required to include in its contract with the independent auditor that the auditor will comply with all applicable audit requirements/standards, the Department shall have access to all audit reports and supporting work papers, and the Department has the option to perform additional work, as needed.

G. The contractor shall prepare a summary worksheet of results from the contract resolutions performed of all subcontractors. The summary worksheet shall include, but not limited to, contract amount; amount resolved; variances; whether an audit was relied upon or the Contractor performed an independent expense verification review (alternative procedures) of the subcontractor in making a determination; whether audit findings were issued; and, if applicable, issuance date of the management letter; and any communication or follow-up performed to resolve the findings.

H. Unless prohibited by law, the cost of audits completed in accordance with provisions of the Single Audit Act Amendments of 1996, are allowable charges to Federal Awards. The cost may be considered a direct cost or an allocated indirect cost, as determined in accordance with the provisions of applicable OMB cost principle circulars.

I. Contractor may not charge to Federal Awards the cost of any audit under the Single Audit Act Amendments of 1996 not conducted in accordance with the Act. Contractor may not charge to Federal Awards the cost of auditing a non-federal entity which has Federal Awards expended of less than $500,000 per year, and is thereby exempted under OMB Circular A-133, Subsection __200(d). However, this does not prohibit the Contractor from charging Federal Awards for the cost of conducting a limited-scope audit to monitor its subcontractor to address compliance requirements provided the subcontractor is not required to obtain a single audit. These costs must be charged as an Administrative expense of the Contractor.

J. The Contractor shall cooperate with and participate in any further audits which may be required by the State.

ARTICLE XI. INSURANCE

A. Prior to commencement of any work under this Agreement, the Contractor shall provide for the term of this Agreement, the following insurance:

ARTICLE XI. INSURANCE (Continued)

1. General liability of not less than $1,000,000 per occurrence for bodily injury and property damage combined. Higher limits may be required by the Department in cases of higher than usual risks.

2. Automobile liability including non-owned auto liability, of not less than $1,000,000 for volunteers and paid employees providing services supported by this Agreement.

3. If applicable, contractors and subcontractors shall comply with the Public Utilities Commission (PUC) General Order No. 115-F which requires higher levels of insurance for charter-party carriers of passengers and is based on seating capacity as follows:

   $750,000 if seating capacity is under 8
   $1,500,000 if seating capacity is 8 – 15
   $5,000,000 if seating capacity is over 15

   unless otherwise amended by future regulation.

4. Professional liability of not less than $1,000,000 as it appropriately relates to the services rendered. Coverage shall include medical malpractice and/or errors and omissions.

B. The insurance will be obtained from an insurance company acceptable to the Department of General Services, Office of Risk and Insurance Management, or be provided through partial or total self-insurance acceptable to the Department of General Services.

C. Evidence of insurance shall be in a form and content acceptable to the Department of General Services, Office of Risk and Insurance Management. Insurance obtained through commercial carriers shall meet the following requirements:

1. The Certificate of Insurance shall provide that the insurer will not cancel the insured's coverage without thirty (30) days prior written notice to the State, or ten (10) days written notice if the reason for cancellation is for non-payment of insurance premium.

2. The Certificate of Insurance shall provide the statement: "The Department of Aging, State of California, its officers, agents, employees, and servants are included as additional insureds, with respect to work performed for the State of California under this Agreement." Professional liability coverage is exempt from this requirement.

ARTICLE XI. INSURANCE (Continued)

3. The Department shall be named the certificate holder and the address must be listed on the certificate.

D. The insurance provided herein shall be in effect at all times during the term of this Agreement. In the event the insurance coverage expires during the term of this Agreement, the Contractor agrees to provide the Department, at least thirty (30) days prior to the expiration date, a new certificate of insurance evidencing insurance coverage as provided herein for a period not less than the remaining agreement term or for a period not less than one (1) year. In the event the Contractor fails to keep in effect at all times said insurance coverage, the Department may, in addition to any other remedies it may have, terminate this Agreement.

E. The Contractor shall require its subcontractors or vendors under this Agreement, other than units of local government which are similarly self-insured, to maintain adequate insurance coverage for general liability, worker's compensation liabilities, and if appropriate, auto liability including non-owned auto and professional liability, and further, the Contractor shall require its subcontractors and vendors to hold the Contractor harmless. The subcontractor's Certificate of Insurance shall also name the Contractor, not the State, as the certificate holder and additional insured. The Contractor shall maintain certificates of insurance for all its subcontractors.

F. A copy of each appropriate Certificate of Insurance referencing this Agreement Number, or letter of self-insurance, shall be submitted to the Department with this Agreement.

G. The Contractor shall be insured against liability for Worker's Compensation or undertake self-insurance in accordance with the provisions of the Labor Code and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement (Labor Code Section 3700).

ARTICLE XII. TERMINATION

A. Termination Without Cause

The Department may terminate performance of work under this Agreement without cause in whole or in part, if the Department determines that a termination is in the State's best interest. The Department may terminate the Agreement upon 90 days written notice to the Contractor. The Notice of Termination shall specify the extent of the termination and shall be effective 90 days from the delivery of the Notice of Termination. The parties agree that for the terminated portion of the Agreement, the remainder of Agreement shall be deemed to remain in effect and is not void. Upon termination of the Agreement, the

ARTICLE XII. TERMINATION (Continued)

Contractor shall submit to the Department a Transition Plan as specified in Exhibit E.

B. Termination for Cause

The Department may terminate for cause the performance of work under this Agreement. The Department may terminate the Agreement upon 30 days written notice to the Contractor. The Notice of Termination shall be effective 30 days from the delivery of the Notice of Termination unless the ground for termination is due to threat to life, health or safety of the public and in that case the termination shall take effect immediately. The grounds for termination for cause shall include but not limited to the following:

1. In case of threat of life, health or safety of the public. (Termination of Agreement shall be effective immediately.)

2. A violation of the law or failure to comply with any condition of this Agreement.

3. Inadequate performance or failure to make progress so as to endanger performance of this Agreement.

4. Failure to comply with reporting requirements.

5. Evidence that the Contractor is in an unsatisfactory financial condition as determined by an audit of the Department or evidence of a financial condition that endangers performance of this Agreement and/or the loss of other funding sources.

6. Delinquency in payment of taxes or payment of costs for performance of this Agreement in the ordinary course of business.

7. Appointment of a trustee, receiver, or liquidator for all or a substantial part of the Contractor's property, or institution of bankruptcy, reorganization or the arrangement of liquidation proceedings by or against the Contractor.

8. Service of any writ of attachment, levy of execution, or commencement of garnishment proceedings against the Contractor's assets or income.

9. The commission of an act of bankruptcy.

10. Finding of debarment or suspension, Article II J.

11. The Contractor's organizational structure has materially changed.

ARTICLE XII. TERMINATION (Continued)

12. The Department determines that a Contractor may be considered a "high risk" agency as described in 45 CFR 92.12 local government and 45 CFR 74.14 for non-profit organizations. If such a determination is made, the Contractor may be subject to special conditions or restrictions.

13. Funding is reduced or deleted for any State fiscal year by the Department of Finance, Legislature, or Congress.

C. Contractor's Obligation After Notice of Termination

After receipt of a Notice of Termination, and except as directed by the Department, the Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any funds due under this clause.

The Contractor shall:

1. Stop work as specified in the Notice of Termination.

2. Place no further subcontracts for materials, or services, except as necessary to complete the continued portion of the contract.

3. Terminate all subcontracts to the extent they relate to the work terminated.

4. Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts (the approval or ratification of which will be final for purposes of this clause).

D. Effective Date

Termination of this Agreement, shall take effect immediately in the case of an emergency such as threat to life, health, or safety of the public. In all other cases, the termination shall take effect 30 days subsequent to written notice to the Contractor. The notice shall describe the action being taken by the Department, the reason for such action and, any conditions of the termination, including the date of termination. Said notice shall also inform the Contractor of its right to appeal such decision to the Department and the procedure for doing so.

E. Notice of Intent to Terminate by Contractor

Contractor may give the Department 30 days written Notice of Intent to Terminate. In such instance, Contractor shall allow the Department up to 180 days to transition services. Unless mutually agreed upon, the Contractor does

ARTICLE XII. TERMINATION (Continued)

not have the authority to terminate the Agreement. The notice of intent to terminate shall include the reason for such action and the anticipated last day of work. Upon receipt of such notice, the Department will work with the Contractor to terminate the Agreement.

F. In the event of a termination notice, the Department will present written notice to the Contractor of any condition, such as, but not limited to, transfer of clients, care of clients, return of unspent funds, and disposition of property, which must be met prior to termination.

ARTICLE XIII. REMEDIES

The Contractor agrees that any remedy provided in this Agreement is in addition to and not in derogation of any other legal or equitable remedy available to the Department as a result of breach of this Agreement by the Contractor, whether such breach occurs before or after completion of the project.

ARTICLE XIV. DISSOLUTION OF ENTITY

The Contractor shall notify the Department immediately of any intention to discontinue existence of the entity or to bring an action for dissolution.

ARTICLE XV. REVISIONS OR MODIFICATIONS

A. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, and approved as required. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties.

B. The State reserves the right to revise, waive, or modify the Agreement to reflect any restrictions, limitations, or conditions enacted by Congress or the Legislature or as directed by the Executive Branch of State Government.

ARTICLE XVI. NOTICES

A. Any notice to be given hereunder by either party to the other may be effected by personal delivery in writing or by registered or certified mail, overnight mail, postage prepaid, return receipt requested, or overnight mail, provided Contractor retains receipt, and shall be communicated as of actual receipt.

B. Any notice given to the CDA for a contractor's change of legal name, main address, or name of Director shall be addressed to the Director of the Department on the contractor's letterhead.

C. All other notices with the exception of those identified in Article VII. B. shall be addressed to the California Department of Aging, AAA Based Teams, 1300

ARTICLE XVI. NOTICES (Continued)

National Drive, Suite 200, Sacramento, California 95834. Notices mailed to the Contractor shall be to the address indicated on the coversheet of this Agreement.

D. Either party may change its address by written notice to the other party in accordance with this Article.

ARTICLE XVII. DEPARTMENT CONTACT

A. The name of the Department's contact to request revisions, waivers, or modifications affecting this Agreement, will be provided by the State to the Contractor upon full execution of this Agreement.

B. The contractor shall submit the name of its Agency Contract Representative (ACR), for this Agreement by submitting an Agency Contract Representative form to the CDA's Contracts and Business Services Section. This form requires the ACR's address, phone number, e-mail address, and FAX number to be included on this form. For any change in this information, the Contractor shall submit an amended Agency Contract Representative form to the same address. This form may be requested from the Contracts and Business Services Section.

ARTICLE XVIII. INFORMATION INTEGRITY AND SECURITY

A. Information Assets

The Contractor shall have in place operational policies, procedures, and practices to protect State information assets, i.e., public, confidential, sensitive and/or personal information as specified in State Administrative Manual, Section 4841.2., GC Section 11019, Department of Finance (DOF) Management Memo 06-12, and DOF Budget Letter 06-34.

Information assets include (but are not limited to):

- Information collected and/or accessed in the administration of the State programs and services.
- Information stored in any media form, paper or electronic.

B. Encryption on Portable Computing Devices

The Contractor is required to encrypt (or use an equally effective measure), any data collected under this Agreement that is confidential, sensitive, and/or personal including data stored on portable computing devices (including but not limited to, laptops, personal digital assistants, and notebook computers) and/or portable electronic storage media (including but not limited to, discs and thumb/flash drives, portable hard drives).

ARTICLE XVIII. INFORMATION INTEGRITY AND SECURITY (CONTINUED)

C. Disclosure

1. The Contractor shall ensure that personal, sensitive and confidential information is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations and State policies. The requirement to protect information shall remain in force until superseded by laws, regulations or policies.

2. The Contractor shall protect from unauthorized disclosure names and other identifying information, concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any participant.

3. "Identifying information" shall include, but not be limited to, name, identifying number, social security number, state driver's license or state identification number, financial account numbers, symbol or other identifying characteristic assigned to the individual, such as finger or voice print or a photograph.

4. The Contractor shall not use such identifying information for any purpose other than carrying out the Contractor's obligations under this Agreement.

5. The Contractor shall not, except as otherwise specifically authorized or required by this Agreement or court order, disclose any identifying information obtained under the terms of this Agreement to anyone other than CDA without prior written authorization from CDA. The Contractor may be authorized, in writing, by a participant to disclose identifying information specific to the authorizing participant.

6. The Contractor may allow a participant to authorize the release of information to specific entities, but shall not request or encourage any participant to give a blanket authorization or sign a blank release, nor shall the Contractor accept such blanket authorization from any participant.

D. Training/Education

1. The Contractor must provide ongoing education and training, at least annually, to all employees and subcontractors who handle personal, sensitive or confidential information. Contractor employees, subcontractors, and volunteers must complete the required Security Awareness Training module located at www.aging.ca.gov within 30 days of the start date of the Contract/Agreement or within 30 days of the start date of any new employee, subcontractor or volunteer. The Contractor must maintain certificates of completion on file and provide them to CDA upon request. Training may be provided on an individual basis or in

ARTICLE XVIII. INFORMATION INTEGRITY AND SECURITY (CONTINUED)

groups. A sign-in sheet is acceptable documentation for group training in lieu of individual certificates. If internet access is not available, a hardcopy of the training module may be provided to employees and/or volunteers for their completion.

2. Contractor may substitute CDA's Security Awareness Training program with its own Security Training provided such training meets or exceeds CDA's training requirement. Contractors/Vendors shall maintain documentation of training and education provided to their staff, volunteers, and/or subcontractors.

3. All employees and volunteers who handle personal, sensitive or confidential information relating to CDA's programs must participate in Security Awareness Training.

E. Health Insurance Portability and Accountability Act (HIPAA)

The Contractor agrees to comply with the privacy and security requirements of the HIPAA to the extent applicable and to take all reasonable efforts to implement HIPAA requirements. Contractor will make reasonable efforts to ensure that subcontractors comply with the privacy and security requirements of HIPAA.

F. Contractor Confidentiality Statement

The Contractor shall sign and return a Contractor/Vendor Confidentiality Statement CDA 1024 form with this Agreement. This is to ensure that Contractor/Vendors are aware of, and agree to comply with, their obligations to protect CDA information assets from unauthorized access and disclosure.

G. Security Incident Reporting

A security incident occurs when CDA information assets are accessed, modified, destroyed, or disclosed without proper authorization, or are lost, or stolen. The Contractor must report all security incidents to the appropriate CDA Program Manager immediately upon detection. A Security Incident Report form (CDA 1025) must be submitted to the CDA Information Security Officer within five (5) business days of the date the incident was detected.

H. Notification of Security Breach to Data Subjects

1. Notice must be given by the contractor or subcontractor to any data subject whose personal information could have been breached.

ARTICLE XVIII. INFORMATION INTEGRITY AND SECURITY (CONTINUED)

2. Notice must be given in the most expedient time possible and without unreasonable delay except when notification would impede a criminal investigation, or when necessary measures to restore system integrity are required.

3. Notice may be provided in writing, electronically, or by substitute notice in accordance with State law, regulation, or policy.

I. Software Maintenance

The Contractor shall apply security patches and upgrades and keep virus software up-to-date on all systems on which State data may be used.

J. Provisions of this Article

The provisions contained in this Article shall be included in all contracts of both the contractor and its subcontractors.

ARTICLE XIX. COPYRIGHTS AND RIGHTS IN DATA

A. Copyrights

1. If any material funded by this Agreement is subject to copyright, the State reserves the right to copyright such material and the Contractor agrees not to copyright such material, except as set forth in subdivisions (b) and (c) of this section.

2. The Contractor may request permission to copyright material by writing to the Director of the Department. The Director shall consent to or give the reason for denial to the Contractor in writing within sixty (60) days of receipt of the request. If the material is copyrighted with the consent of the Department, the State reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, prepare derivative works, publish, distribute and use such materials, in whole or in part, and to authorize others to do so, provided written credit is given the author.

3. The Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this contract for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

B. Rights in Data

ARTICLE XIX. COPYRIGHTS AND RIGHTS IN DATA (Continued)

1. The Contractor shall not publish or transfer any materials, as defined in item 2 below, produced or resulting from activities supported by this Agreement without the express written consent of the Director of the Department. That consent shall be given or the reasons for denial shall be given and any conditions under which it is given or denied within thirty (30) days after the written request is received by the Department. The Department may request a copy of the material for review prior to approval of the request. This subsection is not intended to prohibit contractors from sharing identifying client information authorized by the participant or summary program information which is not client-specific.

2. As used in this Agreement, the term "subject data" means writings, sound recordings, pictorial reproductions, drawings, designs or graphic representations, procedural manuals, forms, diagrams, workflow charts, equipment descriptions, data files and data processing or computer programs, and works of any similar nature (whether or not copyrighted or copyrightable) which are first produced or developed under this Agreement. The term does not include financial reports, cost analyses, and similar information incidental to contract administration, or the exchange of that information between Area Agencies on Aging to facilitate uniformity of contract and program administration on a statewide basis.

3. Subject only to the provisions of Article XVIII and Article XIX of this Exhibit, the State may use, duplicate, or disclose in any manner, and have or permit others to do so subject to State and federal law all subject data delivered under this Agreement.

4. Materials published or transferred by the Contractor shall state: "This publication has been created or produced by a project funded by a contract with the California Department of Aging with financial assistance, in whole or in part, through a grant from the administration on Aging and the Centers for Medicare & Medicaid Services. Contractors undertaking projects under government sponsorship are encouraged to express their findings and conclusions. These contents do not necessarily represent the policy of the U.S. Department of Health and Human Services or the Department of Aging and the contractor should not assume endorsement by the Federal or State Government."

STATE OF CALIFORNIA - HEALTH AND HUMAN SERVICES AGENCY ARNOLD SCHWARZENEGGER, *Governor*

DEPARTMENT OF AGING
1300 National Drive
Sacramento, CA 95834
Internet Home Page: www.aging.ca.gov
TDD Only 1-800-735-2929
FAX Only (916) 327-2081

PROGRAM MEMO

TO: **Area Agency on Aging Directors**	NO.: **PM 09-15(P)**
SUBJECT: Fiscal Year 2009-2010 & 2010-2011 MIPPA GRANT CONTRACTS & DISCUSSION	DATE ISSUED: August 5, 2009
REVISED	EXPIRES: June 30, 2011
REFERENCES: MIPPA GRANT 2009-2010; 2010-2011 The Medicare Improvements for Patients and Providers Act of 2008	SUPERSEDES:

PROGRAMS AFFECTED:
[ ] All [ ] Title III-B [X] Title III-C1/C2 [ ] Title III-D [ ] Title III-E [ ] Title V
[ ] CBSP [ ] MSSP [ ] Title VII [ ] ADHC [ ] Other: _____

REASON FOR PROGRAM MEMO:
[ ] Change in Law or Regulation [ ] Response to Inquiry [X] Other Specify: Transmit "MIPPA" contracts for FYS 2009-2010 & 2010-11

INQUIRIES SHOULD BE DIRECTED TO: **Your Assigned AAA-Based Team Fiscal Specialist**

This Program Memo (PM) transmits your Medicare Improvement for Patient and Provider Act (MIPPA) contracts for State Fiscal Year (FY) 2009-10 and 2010-11. The California Department of Aging (CDA) has received a two-year non-competitive grant from the federal government providing funds to California's Aging Network to assist in expanding Medicare beneficiary enrollment in the Prescription Drug Benefit Low Income Subsidy Program (LIS), the Medicare Savings Program (MSP), and in general rural outreach and enrollment efforts for Medicare Part D.

The total grant of $1,343,000 will be distributed as follows: $675,777 to Area Agencies on Aging (AAA); $328,679 to the four Aging and Disability Resource Centers (ADRC); and $338,356 to Health Insurance Counseling and Advocacy Programs (HICAP). Half of the distributed grant award ($672,000) is allocated for expenditure in FY 2009/10; the second half will be allocated in FY 2010/11.

Please note that while the contracts include the entire grant amount, FY 2009-10 spending will be limited to the FY 2009-10 Budget Display amount. Funds not spent in FY 2009-10 will be available for use in FY 2010-11. Further guidance on this matter will follow.

All AAAs should also note that funding for the second year of the MIPPA program is dependent upon meeting minimum performance levels required by the grants. If these measures are not met, funds for FY 2010-11 may be withheld.

Flex your POWER

Do Your Part to Help California Save Energy
To learn more about saving energy, visit the CDA web site at www.aging.ca.gov

It is extremely important that funds are used so that counties can demonstrate its ability to meet the Centers for Medicare and Medicaid Services (CMS) established performance measures. Funding, if extended for the second year, will expire at the end of the grant term and will not be extended beyond that time. Any remaining funds will be returned to the federal government.

All AAAs will receive their share of AAA funds based on the Intrastate Funding Formula. Each AAA with a HICAP will get an allocation based on HICAP factors. The four AAAs with Aging and Disability Resource Centers (ADRC) will each get one quarter of the total grant designated for ADRCs.

Of the funds allocated, a maximum of eight percent of State Health Insurance Assistance Program for HICAPs and AAA funding may be used for administration of the Program. For the ADRC Program, a maximum of three percent may be used for administration. The comments section of the attached budget display illustrates the maximum dollar amount that may be used for administration.

FY 2009-10 Contract and Budget Display
Please note that this memo conveys the MIPPA Contract. No Planning Estimates were issued in advance of these documents.

MIPPA Budget Due Date
The MIPPA Budget (CDA 229m) form and instructions can be located on the CDA website at www.aging.ca.gov. An electronic copy of your original MIPPA Budget, for the FY 2009-10 period, is due to your assigned AAA-Based Team Fiscal **Specialist as soon as possible, but no later than 30 days from the date of this PM.**

MIPPA Expenditures and Request For Funds
The MIPPA (CDA 245m) form and instructions can be located on the CDA website at www.aging.ca.gov. The CDA 245m will enable AAAs to request an optional annual advance and report monthly expenditures. At the beginning of each contract period AAAs may request an advance of up to 25 percent of their MIPPA funds in each funding source. AAAs will report actual expenditures and funding sources monthly for reimbursement. The advance amount will be recouped from the monthly expenditures, 1/6th per month until fully recouped. The CDA 245m is due to your assigned AAA-Based Team Fiscal Specialist on the 30th of the month following the expenditure report.

Lynn Daucher
Director

Attachments

STATE OF CALIFORNIA - HEALTH AND HUMAN SERVICES AGENCY ARNOLD SCHWARZENEGGER, *Governor*

DEPARTMENT OF AGING
1300 National Drive, Suite 200
SACRAMENTO, CA 95834
Internet Home Page: *www.aging.state.ca.us*
TDD Only 1-800-735-2929
FAX Only (916) 928-2500

INSTRUCTIONS FOR PROCESSING THIS (MIPPA) CONTRACT

All documents must identify the Contractor's legal name ***exactly*** as shown on the Standard Agreement (STD. 213).

DOCUMENTS REQUIRED TO EXECUTE CONTRACT

- **Four Standard Agreements** (Std. 213s with one set of terms and conditions) signed with original signatures. Facsmile signatures will only be accepted in accordance with Government Code 25100.

- **Resolution/Order/Motion** - If your agency is a public entity, the Department requires a Resolution/Order/Motion from the Board of Supervisors or equivalent governing body authorizing the execution of this Contract. If your agency is private nonprofit, the Department requires an authorization via the Board of Directors to execute this Contract. **These documents must reference the Contract Number and may reference more than one Contract Number.** If the document does not also authorize the signing of amendments, another Resolution/Order/Motion will have to be obtained upon the amending of this Agreement

- **Certificate of Insurance** referencing the Contract Number or Letter of Self-Insurance for General Liability. Certificates may reference more than one Contract Number. Certificates and/or Letters of Self-Insurance must meet the conditions specified in ARTICLE XII. of the Agreement. ***The additional insured statement must name the Department of Aging and/or the State of California as the additional insured.***

- **Certificate of Insurance** referencing the Contract Number or Letter of Self-Insurance for Auto Liability. ***The auto liability certificate must name the Department of Aging and/or the State of California as the additional insured.***

- **Contractor/Vendor Statement of Confidentiality (CDA 1024)** a signed copy must be returned with the Contract. A separate signed copy must be returned for each different Contract Number (not each copy of the same Contract Number).

NOTICE:

The Department requires that all of the supporting documents be returned with the Contract as a complete package. An incomplete package will be returned to the Contractor.

Each Contract package must stand on its' own. Copies of supporting documents that do not need original signatures; (i.e., Insurance Certificates, or Resolutions) will be accepted. If you have more than one Contract with the Department; e.g. MSSP, Title V, Title III Contracts, you may not send one Insurance Certificate to cover all three. The document itself may be a copy but there must be a copy for each different Contract Number.

FAILURE to complete each Contract Package or to return the required documents that meet the specifications of the Department will delay processing of the Contract and may affect the timely release of your request for funds.

If you have any questions regarding the terms and conditions/program exhibits of this Agreement, please contact your Team Analyst. If you have questions regarding these instructions, please contact Don Fingado, Contracts Coordinator at (916) 419-7157.

2009-10 MIPPA CONTRACT TRANSMITTAL LETTER
(This letter must be signed and returned with the Contract package.)

Rachel de la Cruz
Manager, Contracts and Business Services
California Department of Aging
1300 National Drive, Suite 200
Sacramento, CA 95834

Enclosed please find all documents required for the execution of my contract with the California Department of Aging (CDA). All documents have been reviewed for completeness and all supporting documents identify the Contractor's name ***exactly*** as shown on the Standard Agreement (Std.213).

The following documents are enclosed. A check has been placed in each appropriate box.

☐ **Four Standard Agreements** (Four Std.213s with one set of terms and conditions) signed with original signatures. Facsmile signatures will only be accepted in accordance with Government Code 25100.

☐ **RESOLUTION/Order/Motion** of meeting authorizing execution of this Contract. **The Contract Number must be referenced in the document. The action taken must also be stated in the document.**

☐ **CERTIFICATE OF INSURANCE** referencing the Contract number or Letter of Self-Insurance for General Liability.

☐ **CERTIFICATE OF INSURANCE** referencing the Contract number or Letter of Self-Insurance for Automobile Liability.

☐ **CONTRACTOR/VENDOR STATEMENT OF CONFIDENTIALITY (CDA 1024)** referencing the Contract number must be signed and returned with this Agreement.

- Upon receipt of a complete and correct contract package, the contract will be promptly executed and a copy sent to me.

- Failure to include all required documents that are complete and correct will result in the package being returned to me via regular mail. The returned package will include a statement indicating the reason(s) for return. Execution of this Contract and the availability of funds may be delayed.

_____ _____
SIGNATURE CONTRACT NUMBER
(Director or designee)

DATE _____

(See reverse side for detailed instructions.)

604

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

FROM: DEPARTMENT OF PUBLIC SOCIAL SERVICES

SUBMITTAL DATE: October 20, 2009

SUBJECT: Request for approval of the Agreement with Intergraph for the maintenance of Geomedia software without seeking competitive bids

RECOMMENDED MOTION:

1. Approve and ratify the maintenance agreement with Intergraph for a total $26,478.45, which contains an option to renew the agreement for four additional one-year periods, without seeking competitive bids; and

2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, to exercise the renewal option, based on the availability of fiscal funding, and to sign amendments that do not change the substantive terms of the agreement, including amendments to the compensation provision that do not exceed 10% annually.

3. Authorize the Director of DPSS to administer the terms of the Agreement.

Susan Loew
Susan Loew, Director

FINANCIAL DATA					
	Current F.Y. Total Cost:	$ 26,478.45	**In Current Year Budget:**	Yes
	Current F.Y. Net County Cost:	$ 1,443.08	**Budget Adjustment:**	No
	Annual Net County Cost:	$ 1,443.08	**For Fiscal Year:**	2009/2010

SOURCE OF FUNDS:
Federal: 54.71%, State: 34.09%, County: 5.45%, Realignment: 5.7%, Other: .05%

Positions To Be Deleted Per A-30 ☐

Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION:

APPROVE

BY: Debra Cournoyer
Debra Cournoyer

County Executive Office Signature

Purchasing: Mark Seiler, Assistant Director — *County Purchasing Department*

FORM APPROVED COUNTY COUNSEL
BY: NEAL R. KIPNIS DATE — *County Counsel*

Departmental Concurrence

Dep't Recomm.: ☐ Consent ☒ Policy

Per Exec. Ofc.: ☐ Consent ☒ Policy

Prev. Agn. Ref.: | **District:** All | **Agenda Number:** 3.39

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

TO: **BOARD OF SUPERVISORS** **DATE:** October 20, 2009

SUBJECT: Request for approval of the Agreement with Intergraph for the maintenance of Geomedia software without seeking competitive bids

BACKGROUND (Continued):

Intergraph provides Geomedia Geographic Information System (GIS) software, which serves as the base of DPSS' GIS system. It is optimized for use with Oracle databases, which gives us a very open data platform. Other leading GIS software packages deal with data through proprietary systems, which restricts the variety of tools that can be used to manipulate the data. DPSS uses GIS to analyze caseloads, place children in foster homes in compliance with State regulations, and conduct child abuse and fraud investigations.

DPSS has been using Geomedia software since 2000. Changing to a different GIS package would incur significant costs to modify or rebuild applications built upon Intergraph.

This agreement is for the annual software maintenance and support only. Intergraph is the sole provider of maintenance of Geomedia software and does not have authorized resellers.

PRICE REASONABLENESS:
Intergraph's maintenance cost is 16% of their list price. This is within the industry standard for maintenance of 15-20% of the cost of the software.

ATTACHMENT(S): Intergraph Maintenance Terms and Conditions for Software and Hardware.
Sole Source Justification

CONCUR/EXECUTE – County Purchasing/County Counsel

SL:bt

Date: September 15, 2009

From: Department/Agency: Department of Public Social Services

To: Board of Supervisors

Via: Purchasing Agent

Subject: Sole Source Procurement; Request for maintenance for Intergraph Geomedia Software

The below information is provided in support of my Department requesting approval for a sole source. Outside of a duly declared emergency, the time to develop a statement of work or specifications is not in itself justification for sole source.

Supply/Service being requested: Maintenance renewal for Intergraph Geomedia software

Supplier being requested: Intergraph

Alternative suppliers that can or might be able to provide supply/service: None.

Extent of market search conducted: Internet search

Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide:
Intergraph is the manufacturer and sole provider of maintenance and support for Geomedia software.

Reasons why my department requires these unique features and what benefit will accrue to the county:
Geomedia is the base of DPSS' Geographic Information System (GIS). Geomedia is optimized for use with Oracle databases, which gives us a very open data platform. Other leading GIS software packages deal with data through proprietary systems, which restricts the variety of tools that can be used to manipulate the data. DPSS uses GIS to analyze caseloads, place children in foster homes in compliance with State regulations, and conduct child abuse and fraud investigations.

Changing to a different GIS package would incur significant costs to modify or rebuilt applications built upon Intergraph.

Price Reasonableness:
Intergraph's maintenance cost is 16% of their list price. This is within the industry standard for maintenance to be 15-20% of cost of the software.

Does moving forward on this product or service further obligate the county to future similar contractual arrangements? This agreement contains four one-year renewal options.

Susan Loew 8-18-09

Department Head Signature **Date**

Purchasing Department Comments:

Approve Approve with Condition/s Disapprove

10-8-09

Purchasing Agent **Date**

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

6006

FROM: Riverside County Regional Medical Center

SUBMITTAL DATE: October 5, 2009

SUBJECT: Proposed purchase of two Alcon Purepoint Eye Lasers, without seeking competition for Riverside County Regional Medical Center.

RECOMMENDED MOTION: Move that the Board of Supervisors:

1. Approve and authorize the Sole Source purchase of Two (2) Purepoint Eye Lasers and Accessories from Alcon for a total amount of $64,597.50, without securing competitive bids, in accordance with Ordinance 459.4.
2. Authorize the Purchasing Agent to renew extended warranty for up to three (3) one year periods, provided funds are available and cost increases do not exceed the CPI.

BACKGROUND: Riverside County Regional Medical Center Peri-Operative Services department performs approximately 250 retinal surgeries per year. The current equipment is obsolete and repair parts are not available. Research was conducted by the Purchasing Department and confirms Alcon is the sole source for the necessary equipment. The proposed purchase will allow the hospital to continue to provide retinal surgery to its patients.

PRICE REASONABLENESS: The hospital will receive discounts equal to other comparable customers.

Ellie Bennett for Doug Bagley

Ellie Bennett, Chief Operating Officer for
Douglas Bagley, Hospital Director

FINANCIAL DATA				
	Current F.Y. Total Cost:	$ 64,597.50	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	$	Budget Adjustment:	
	Annual Net County Cost:	$	For Fiscal Year:	

SOURCE OF FUNDS: Hospital Enterprise Fund

Positions To Be Deleted Per A-30 ☐

Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION:

APPROVE

BY: Debra Cournoyer

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
BY: NEAL R. KIPNIS DATE

Departmental Concurrence

Purchasing: Mark Sorler, Assistant Director

	Policy	Consent
Dep't Recomm.:	☒	☐
Per Exec. Ofc.:	☒	☐

Prev. Agn. Ref.: None | **District:** | **Agenda Number:** 3.40

625

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

FROM: Stanley Sniff Jr., Sheriff-Coroner-PA

SUBMITTAL DATE: 10/14/09

SUBJECT: Approval of Extra Duty Rates for FY 2009-10

RECOMMENDED MOTION: Move that the Board of Supervisors approve the rates as listed in Attachment A for billing Sheriff's Extra Duty Services in FY 2009-10.

BACKGROUND: Due to negotiated increases in personnel costs and related benefits, the Sheriff's Department has calculated new Extra Duty rates for FY 2009-10. These rates remain in effect until changes in costs necessitate new calculations.

BR 10-052

Departmental Concurrence

FISCAL PROCEDURES APPROVED
ROBERT E. BYRD, AUDITOR-CONTROLLER
By Russell Dominiski 10/14/09

For
Stanley Sniff Jr., Sheriff-Coroner-PA
Will Taylor, Director of Administration

FINANCIAL DATA				
	Current F.Y. Total Cost:	N/A	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	$ 0	Budget Adjustment:	No
	Annual Net County Cost:	$ 0	For Fiscal Year:	FY 2009-10

SOURCE OF FUNDS: Extra Duty Revenue

Positions To Be Deleted Per A-30 ☐

Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION: APPROVE

BY: Robert Tremaine

County Executive Office Signature

Dep't Recomm.: ☒ Policy ☐ Consent
Per Exec. Ofc.: ☒ Policy ☐ Consent

Prev. Agn. Ref.: 7/29/08 3.115 | **District:** All | **Agenda Number:** 3.41

Attachment A

Sheriff's Department Extra Duty Overtime (EDOT) Service Rates -- FY 09/10

	Prior FY	Current FY				
Effective Date:	**5/7/2009**	**7/2/2009**	**7/30/2009**	**12/31/2009**	**1/14/2010**	**5/6/2010**
Sworn & Non-Sworn Positions			(a)			
Deputy Sheriff	$ 66.19	$ 66.02	$ 67.34	$ 68.68	$ 68.68	$ 68.68
Sheriff's Corporal	$ 70.47	$ 70.29	$ 71.70	$ 73.13	$ 73.13	$ 73.13
Sheriff's Investigator	$ 77.12	$ 75.79	$ 77.30	$ 78.85	$ 78.85	$ 78.85
Sheriff's Sergeant	$ 84.29	$ 89.09	$ 89.09	$ 89.09	$ 90.87	$ 90.87
Sheriff's Lieutenant	$ 67.05	$ 70.87	$ 70.87	$ 70.87	$ 72.28	$ 72.28
Correctional Deputy I	$ 37.62	$ 37.52	$ 38.27	$ 39.04	$ 39.04	$ 39.04
Correctional Deputy II	$ 53.30	$ 53.16	$ 54.23	$ 55.31	$ 55.31	$ 55.31
Correctional Corporal	$ 62.57	$ 62.41	$ 63.66	$ 64.93	$ 64.93	$ 64.93
Correctional Sergeant	$ 66.94	$ 70.75	$ 70.75	$ 70.75	$ 72.17	$ 72.17
Bailiff	$ 49.72	$ 49.59	$ 50.58	$ 51.59	$ 51.59	$ 51.59
Classified Positions						
Aircraft Mechanic	$ 60.53	$ 61.89	$ 61.89	$ 61.89	$ 61.89	$ 63.56
Community Service Officer I	$ 36.63	$ 37.45	$ 37.45	$ 37.45	$ 37.45	$ 38.47
Community Service Officer II	$ 46.20	$ 47.24	$ 47.24	$ 47.24	$ 47.24	$ 48.51
Crime Analyst	$ 57.07	$ 56.93	$ 56.93	$ 56.93	$ 56.93	$ 56.93
Senior Crime Analyst	(b)	$ 61.66	$ 61.66	$ 61.66	$ 61.66	$ 61.66
Investigative Tech I	$ 43.18	$ 44.15	$ 44.15	$ 44.15	$ 44.15	$ 45.35
Investigative Tech II	$ 47.96	$ 49.04	$ 49.04	$ 49.04	$ 49.04	$ 50.37
Office Assistant II	$ 29.06	$ 29.71	$ 29.71	$ 29.71	$ 29.71	$ 30.51
Office Assistant III	$ 32.27	$ 32.99	$ 32.99	$ 32.99	$ 32.99	$ 33.88
Sheriff's Communications Supervisor	$ 61.66	$ 61.51	$ 61.51	$ 61.51	$ 61.51	$ 61.51
Senior Aircraft Mechanic	$ 63.76	$ 65.19	$ 65.19	$ 65.19	$ 65.19	$ 66.95
Sheriff 911 Comm Officer I	$ 43.38	$ 44.36	$ 44.36	$ 44.36	$ 44.36	$ 45.56
Sheriff 911 Comm Officer II	$ 49.68	$ 50.79	$ 50.79	$ 50.79	$ 50.79	$ 52.17
Senior Sheriff 911 Comm Officer	$ 53.18	$ 53.05	$ 53.05	$ 53.05	$ 53.05	$ 53.05
Sheriff's Service Officer I	$ 28.60	$ 29.24	$ 29.24	$ 29.24	$ 29.24	$ 30.03
Sheriff's Service Officer II	$ 31.78	$ 32.49	$ 32.49	$ 32.49	$ 32.49	$ 33.37
Supervising Office Assistant I	$ 34.03	$ 33.95	$ 33.95	$ 33.95	$ 33.95	$ 33.95
Supervising Office Assistant II	$ 37.78	$ 37.69	$ 37.69	$ 37.69	$ 37.69	$ 37.69
Sheriff Rec/Warrents Asst I	(b)	$ 31.73	$ 31.73	$ 31.73	$ 31.73	$ 32.58
Sheriff Rec / Warrents Asst II	(b)	$ 35.25	$ 35.25	$ 35.25	$ 35.25	$ 36.21
Sheriff Rec/Warrents Asst III	(b)	$ 37.27	$ 37.27	$ 37.27	$ 37.27	$ 38.27
Senior Sheriff Rec/Warrents Asst	(b)	$ 39.60	$ 39.60	$ 39.60	$ 39.60	$ 40.67
Sheriff Rec/Warrents Supervisor	(b)	$ 42.13	$ 42.13	$ 42.13	$ 42.13	$ 42.13
Accounting Tech. I	(b)	$ 42.48	$ 42.48	$ 42.48	$ 42.48	$ 42.48
Accounting Asst. I (U)	(b)	$ 30.81	$ 30.81	$ 30.81	$ 30.81	$ 31.64
Accounting Asst. II	(b)	$ 35.70	$ 35.70	$ 35.70	$ 35.70	$ 36.66
Armorer / Rangemaster	(b)	$ 46.77	$ 46.77	$ 46.77	$ 46.77	$ 48.03

Note: (a) Effective as of Board Approval Date.
(b) New Extra Duty OT rate.

u/d 9/30/2009

620

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

FROM: Stanley L. Sniff Jr., Sheriff-Coroner

SUBMITTAL DATE:
10/13/09

SUBJECT: Approval of the School Resource Officer Agreement with the Riverside County Superintendent of Schools

RECOMMENDED MOTION: Move that the Board of Supervisors:
1. Approve the School Resource Officer (SRO) Agreement with the Riverside County Superintendent of Schools, and authorize the Chair to sign all copies of the document.
2. Approve and direct the Auditor-Controller to make the budget adjustments on the attached Schedule A.

BACKGROUND: Under this Agreement with the County Superintendent of Schools, the Sheriff's Department will place a Deputy Sheriff to serve as a SRO on the campus of the Mt. San Jacinto Regional Learning Center. Normal duties for these Officers include patrolling the campuses, investigating crimes and counseling students and their parents.

As with other recent law enforcement services contracts, staff is not recommending the creation of an additional Deputy position in the Department to fulfill contractual duties; rather, the Department is recommending the use of a previously frozen Deputy position.

All costs for this service will be fully recovered through Board-approved rates. County Counsel has approved the Agreement as to form.

For
Stanley L. Sniff Jr., Sheriff-Coroner
Will Taylor, Director of Administration

FINANCIAL DATA				
	Current F.Y. Total Cost:	$99,825	In Current Year Budget:	No
	Current F.Y. Net County Cost:	$ 0	Budget Adjustment:	Yes
	Annual Net County Cost:	$ 0	For Fiscal Year:	FY 2009-10

SOURCE OF FUNDS: School Services Law Enforcement Revenue
BR 10-051

Positions To Be Deleted Per A-30 ☒
Requires 4/5 Vote ☒

C.E.O. RECOMMENDATION:

APPROVE

County Executive Office Signature
BY: Robert Tremaine

FISCAL PROCEDURES APPROVED
ROBERT E. BYRD, AUDITOR-CONTROLLER
BY Samuel Wong 10/14/09
SAMUEL WONG
Departmental Concurrence

FORM APPROVED COUNTY COUNSEL
BY: NEAL R. KIPNIS DATE

Dep't Recomm.: ☐ Consent ☒ Policy
Per Exec. Ofc.: ☐ Consent ☒ Policy

Prev. Agn. Ref.: | **District: 3** | **Agenda Number:** 3.42

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

Schedule A

Increase Appropriations:

10000-2500300000-510040	Regular Salaries	$69,131
10000-2500300000-518100	Budgeted Benefits	29,194
10000-2500300000-528920	Car Pool Expense	1,500
	Total	$99,825

Increase Estimated Revenues:

10000-2500300000-773570	School Services Law Enforcement	$99,825

Agreement Number C-1001983
Fiscal Year 2009 - 2010

LAW ENFORCEMENT SERVICES AGREEMENT FOR THE PROVISION OF SCHOOL RESOURCE OFFICERS BETWEEN THE COUNTY OF RIVERSIDE AND THE RIVERSIDE COUNTY SUPERINTENDENT OF SCHOOLS

THIS AGREEMENT is made and entered into by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California, on behalf of its Sheriff's Department, hereinafter "SHERIFF", and the RIVERSIDE COUNTY SUPERINTENDENT OF SCHOOLS, hereinafter "RCSS".

WHEREAS, SHERIFF and RCSS have identified a need to provide additional law enforcement among RCSS's school sites, and specifically at Mt. San Jacinto Regional Learning Center; and

WHEREAS, SHERIFF and RCSS share common goals that include the provision of programs within RCSS's jurisdiction that address the needs of students at risk; and

WHEREAS, SHERIFF and RCSS desire to work cooperatively toward these goals by entering into this Agreement to place one Deputy Sheriff as a School Resource Officer, herein after referred to as a SRO, on the Mt. San Jacinto Regional Learning Center campus as needed to assist in the teaching of police science classes and to be a visual deterrent to aberrant behavior and thereby enhance the Riverside County Office of Education (RCOE) - RCSS's campus control and student protection;

IT IS THEREFORE AGREED AS FOLLOWS:

1. TERM This Agreement shall be effective from October 1, 2009 through June 30, 2010, unless sooner terminated as provided in Paragraph 8.

2. SCOPE OF SERVICES

A. SHERIFF agrees to provide a Deputy Sheriff to serve as a SRO. The duties of the SRO shall include provision of class presentations on relevant law enforcement issues, patrol of the Mt. San Jacinto Regional Learning Center campus, investigation of crimes, maintenance of order on campus, counseling of students and their parents, and serving as a liaison at this school site. The SRO will also serve a liaison role between the educators employed by the RCOE-RCSS, the School Attendance Review Boards (S.A.R.B.), the Probation Department, and other law enforcement officials, and perform other related duties. It is understood that the SRO will be assigned to RCSS on a full-time basis. Work hours will normally be 0700 to 1500 hours on weekdays.

B. RCSS agrees to comply with all reasonable requests of SHERIFF necessary to the performance of the SRO's duties under this Agreement. RCSS agrees to furnish space at said

school site for use by SRO while performing the above-described services.

3. MODIFICATION OF SERVICES No portion of the services or responsibilities of either party described in this Agreement may be eliminated, reduced, or appreciably changed without the mutual written consent of both parties.

4. COMPENSATION RCSS shall reimburse SHERIFF the full cost of rendering service pursuant to this Agreement. Such cost of services shall be established by the County Board of Supervisors in the form of an hourly rate for a SRO and a mileage rate, and shall include all items of cost and expense to the Sheriff for providing the services hereunder. Total cost to RCSS under this Agreement is estimated at $99,825, based on the Exhibit A, which is made part of this agreement by this reference. Payment for services shall be rendered on a monthly basis upon receipt by RCSS of a proper invoice submitted by SHERIFF.

5. VACATION AND HOLIDAY TIME

A. SRO's vacation time shall not conflict with the schedule of duties mutually developed by RCSS and SHERIFF.

B. Because RCSS and SHERIFF holidays may not correspond, holiday time will be taken by the SRO in accordance with RCSS holidays during the contract period. The excess days shall be taken with reasonable notice to RCSS, but shall not conflict with the schedule of duties mutually developed by RCSS and SHERIFF.

6. ADMINISTRATION AND SUPERVISION SHERIFF (or his designee) shall administer this Agreement and supervise the SRO on behalf of the County of Riverside. The Riverside County Superintendent of Schools (or designee) shall administer this Agreement on behalf of RCSS.

7. COUNTY EMPLOYEE SRO shall remain an employee of SHERIFF on special assignment to RCSS for the purposes set forth in this Agreement, and shall not be considered an agent or employee of RCSS.

8. TERMINATION Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In the event of termination, RCSS shall pay for services actually rendered through the termination date only.

9. HOLD HARMLESS AND INDEMNIFICATION

A. RCSS shall indemnify and hold SHERIFF , its officers, agents, employees

and independent contractors free and harmless from any claim or liability whatsoever, based or asserted upon any act or omission of RCSS, its officers, agents, employees, volunteers, subcontractors, or independent contractors, for property damage, bodily injury or death, or any other element of damage of any kind or nature arising out of the performance of this Agreement to the extent that such liability is imposed on County by the provisions of California Government Code Section 895.2 or other applicable law, and RCSS shall defend at its expense, including attorney fees, County, its officers, agents, and employees and independent contractors in any legal action or claim of any kind based upon such alleged acts or omissions.

B. SHERIFF shall indemnify and hold RCSS, its officers, agents, employees and independent contractors free and harmless from any claim or liability whatsoever, based or asserted upon any act or omission of County, its officers, agents, employees, volunteers, subcontractors, or independent contractors, for property damage, bodily injury or death, or any other element of damage of any kind or nature arising out of the performance of this Agreement to the extent that such liability is imposed on RCSS by the provisions of California Government Code Section 895.2 or other applicable law, and County shall defend at its expense, including attorney fees, RCSS, its officers, agents, employees and independent contractors in any legal action or claim of any kind based upon such alleged acts or omissions.

10. ASSIGNMENT Neither this Agreement nor any duties or obligations under this Agreement may be assigned by RCSS without prior written consent of SHERIFF.

11. ENTIRE AGREEMENT This Agreement supersedes any and all agreements, either oral or written, between the parties, and contains all of the covenants and agreements between the parties with respect to the subject matter hereof. Each party acknowledges that no other agreement, understanding or promise, oral or otherwise, relative to this subject matter exists between the parties at the time of execution of this Agreement. Any modification of this Agreement shall be effective only if it is in writing and signed by both parties.

12. NOTICES Any notice required or desired to be served by either party upon the other shall be addressed to the respective parties as set forth below:

Sheriff

Stanley L. Sniff Jr., Sheriff
Post Office Box 512
Riverside, California 92502

RCSS

Contracts and Purchasing Services
3939 Thirteenth Street
P.O. Box 868
Riverside, California 92502-0868

An information copy of any notice to Sheriff shall also be sent to:

Clerk of the Board of Supervisors
County of Riverside
4080 Lemon Street, 1st Floor
Riverside, California 92501

13. WAIVER Any waiver by SHERIFF 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 thereof. Failure on the part of SHERIFF to require exact, full, and complete compliance with any term of this Agreement shall not be construed in any manner as changing the terms hereof, or estopping SHERIFF from enforcement hereof.

14. SEVERABILITY 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 without being impaired or invalidated in any way.

IN WITNESS WHEREOF, the duly authorized representative of each of the parties hereto has signed in confirmation of this Agreement on the dates indicated below.

RIVERSIDE COUNTY SUPERINTENDENT OF SCHOOLS

Date:_____

By:_____
Mike Sepulveda, Assistant Superintendent

ATTEST:
Name:
Title:
By:_____

COUNTY OF RIVERSIDE

Date:_____

By:_____
Jeff Stone, Chairperson
Riverside County Board of Supervisors

ATTEST:
Name: Kecia Harper-Ihem
Title: Clerk of the Board

By:_____

FORM APPROVED COUNTY COUNSEL
BY:_____
NEAL R. KIPNIS DATE

EXHIBIT A

Personnel Cost	
Normal School Year Hours =	1,440
Current SRO hourly rate =	65.01
Estimated annual increase	5%
Annual Cost	$98,295.12
Vehicle Cost	
Current mileage rate =	0.81
Estimated annual increase	5%
Daily mileage =	10
Mileage Cost for 180 days	$1,530.00
Total	$99,825.12

FISCAL PROCEDURES APPROVED
ROBERT E. BYRD, AUDITOR-CONTROLLER
BY: SAMUEL WONG 10/7/09

Approved by Ronald W. Komers
Asst. County Executive Officer/
Human Resources Director
DATE

FORM APPROVED COUNTY COUNSEL
BY: NEAL R. KIPNIS DATE

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

553

FROM: Stanley L. Sniff Jr., Sheriff-Coroner-PA

SUBMITTAL DATE: 09/30/09

SUBJECT: Approval of the First Amendment to the Law Enforcement Services Agreement with the City of Palm Desert and the Adoption of Resolution 440-8823.

RECOMMENDED MOTION: Move that the Board of Supervisors:
1. Approve the First Amendment to the Law Enforcement Services Agreement with the city of Palm Desert, and authorize the Chairperson to execute the Amendment on behalf of the Board.

2. Amend Ordinance No. 440 pursuant to Resolution 440-8823 submitted herewith. Per the Resolution delete the following positions:

Ord. 440	Class Code	+/-	Class Title	Salary Plan	Grade	Salary
2500300000	52262	-2	Sheriff Srv. Officer II	UPE	238	$26,977-$37,050

3. Approve and direct the Auditor-Controller to make the budget adjustments on the attached Schedule A.

BACKGROUND: On September 10, 2009, the Mayor of Palm Desert approved the First Amendment to the city's law enforcement services Agreement with the County Sheriff's Department.

BR 10-045 (Continued on Page 2)

For
Stanley L. Sniff Jr., Sheriff-Coroner-PA
Will Taylor, Director of Administration

FINANCIAL DATA				
	Current F.Y. Total Cost:	$74,500	In Current Year Budget:	No
	Current F.Y. Net County Cost:	$0	Budget Adjustment:	Yes
	Annual Net County Cost:	$0	For Fiscal Year:	FY 2009-10

SOURCE OF FUNDS: City Contract Revenue

Positions To Be Deleted Per A-30 ☒

Requires 4/5 Vote ☒

C.E.O. RECOMMENDATION:

APPROVE
BY: Robert Tremaine

County Executive Office Signature

Dep't Recomm.: ☐ Consent ☒ Policy
Per Exec. Ofc.: ☐ Consent ☒ Policy

Prev. Agn. Ref.: 12/16/08 3.50 | **District: 4** | **Agenda Number:** 3.43

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

This Amendment modifies the level of law enforcement service provided by the Sheriff's Department to the city of Palm Desert with the addition of a Deputy Sheriff position to fulfill duties on the Coachella Valley Narcotics Task Force. However, staff is not recommending the creation of an additional Deputy position in the Department; rather, the Department is recommending the use of a previously frozen Deputy position.

Also with this Amendment, the City is deleting 2 Sheriff's Service Officer II (SSO II) positions. This personnel action will result in the deletion of the following Personnel Control Numbers for the SSO II positions: **4415 and 79095**.

The deletion of the SSO II positions was anticipated, and as a consequence the FY 2009-10 revenue was estimated accordingly in the Patrol budget. Based on the scheduled start date for the Task Force Deputy (an unsupported rate position), staff estimates an increase in Contract City law enforcement revenue of $74,500. All costs for this service addition will be fully recovered through Board-approved rates. County Counsel has approved the Amendment as to form.

Schedule A

Increase Appropriations:

10000-2500200000-510040	Regular Salaries	$3,065
10000-2500200000-518100	Budgeted Benefits	1,405
10000-2500300000-510040	Regular Salaries	49,240
10000-2500300000-518100	Budgeted Benefits	20,790
	Total	$74,500

Increase Estimated Revenues:

10000-2500200000-773520	Contract City Law Enforcement	$4,470
10000-2500300000-773520	Contract City Law Enforcement	70,030
	Total	$74,500

RESOLUTION NO. 440-8823

BE IT RESOLVED by the Board of Supervisors of the County of Riverside, State of California, in regular session assembled on _____, 2009, that pursuant to Section 5.A. of Ordinance No. 440, the Sheriff/Coroner/Public Administrator is authorized to make the following listed change(s), operative on the date of approval, as follows:

Job Code	+/-	Department ID	Class Title
52262	- 2	2500300000	Deputy Sheriff

/kc
10/07/2009
440 Resolutions\KC

FIRST AMENDMENT TO AGREEMENT FOR LAW ENFORCEMENT SERVICES BETWEEN COUNTY OF RIVERSIDE AND CITY OF PALM DESERT

IT IS MUTUALLY AGREED that the Agreement for Law Enforcement Services between the County of Riverside, a political subdivision of the State of California, on behalf of its Sheriff's Department, and the City of Palm Desert, a Charter City, approved by the Board of Supervisors on December 16, 2008, for services effective July 1, 2008 through June 30, 2011, is hereby amended in the following respects, and all other terms and conditions of the Agreement remain in full force and effect:

1. Attachment A is amended to read as follows:

ATTACHMENT A
CITY OF PALM DESERT
LEVEL OF SERVICE

Average Patrol Services

176.4 supported hours per day. (Approximate equivalent of thirty-six (36) Deputy Sheriff positions @ 1,780 annual productive hours per position)

Nondedicated Positions

Four (4) Deputy Sheriff positions (supported)-Traffic

Six (6) Deputy Sheriff positions (supported)-Special Enforcement/Target Team

One (1) Deputy Sheriff position (supported)-Community Oriented Policing Officer

Dedicated Positions

One (1) Sheriff's Lieutenant position

Three (3) Sheriff's Sergeant positions

One (1) Sheriff's Sergeant position-Motorcycle

Eight (8) Deputy Sheriff positions (supported)-Motorcycle Team

One (1) Deputy Sheriff position (supported)-K9 Officer

One (1) Deputy Sheriff position (unsupported) – Violent Crime Gang Task Force

One (1) Deputy Sheriff position (unsupported) – Coachella Valley Narcotics Task Force

Two (2) Deputy Sheriff positions (unsupported)-School Resource Officers

Seven (7) Community Service Officer II positions

Two (2) Community Service Officer I positions

.5241 of a Crime Analyst position

.5241 of an Office Assistant II position

IN WITNESS WHEREOF, the City of Palm Desert, by resolution or minute order duly adopted by its City Council, has caused this Agreement to be signed by its Mayor and attested and sealed by its Clerk, and the County of Riverside, by order of its Board of Supervisors, has caused this Agreement to be signed by the Chairman of said Board and attested and sealed by the Clerk of said Board, all on the dates indicated below.

Deputy

Date: September 10, 2009

CITY OF PALM DESERT

By: _____
Robert A. Spiegel, Mayor

ATTEST:

Name: Rachelle D. Klassen
Title: City Clerk
By: _____

Date: _____

COUNTY OF RIVERSIDE

ATTEST:

By: _____
Jeff Stone, Chair
Riverside County Board of Supervisors

Kecia Harper-Ihem
Clerk of the Board

By: _____

FORM APPROVED COUNTY COUNSEL
BY: _____ DATE
NEAL R. KIPNIS

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA 554

FROM: Stanley Sniff, Sheriff - Coroner - PA

SUBMITTAL DATE:
10/06/09

SUBJECT: Approval of an Appropriation of Homeland Security Grant Program Funds for the Sheriff's Purchase of a Bomb Robot

RECOMMENDED MOTION: Move that the Board of Supervisors approve and direct the Auditor-Controller to make the budget adjustments on the attached Schedule A.

BACKGROUND: The Sheriff's Department is a Board-appointed member of the Anti-Terrorism Approval Authority (ATAA), and the Sheriff's Hazardous Device Team is a member of the County-wide HazMat Operations Group (CHOG). Federal pass-through funds awarded to the County under the State Homeland Security Grant Program and administered by the Community Health Agency, have been supporting CHOG drills and training for hazardous material emergencies. The ATTA has approved $75,000 of this funding for the Sheriff's Hazardous Device Team to purchase a Small Remotely Operated Vehicle, commonly known as a bomb robot.

BR 10-050 (Continued on Page 2)

Departmental Concurrence

FISCAL PROCEDURES APPROVED
ROBERT E. BYRD, AUDITOR-CONTROLLER
BY SAMUEL WONG 10/7/09

Stanley L. Sniff, Jr., Sheriff - Coroner - PA
Will Taylor, Director of Administration

FINANCIAL DATA				
	Current F.Y. Total Cost:	$74,492	In Current Year Budget:	No
	Current F.Y. Net County Cost:	$0	Budget Adjustment:	Yes
	Annual Net County Cost:	$0	For Fiscal Year:	2009-10

SOURCE OF FUNDS: Federal Homeland Security Grant Program

Positions To Be Deleted Per A-30 ☐

Requires 4/5 Vote ☒

C.E.O. RECOMMENDATION:

APPROVE
BY: Robert Tremaine

County Executive Office Signature

Dep't Recomm.: ☐ Consent ☒ Policy
Per Exec. Ofc.: ☐ Consent ☒ Policy

Prev. Agn. Ref.: | **District:** ALL | **Agenda Number:** 3.44

The Hazardous Device Team (HDT) requires a small remotely operated robot to accomplish its missions. Accordingly, the robot must be able to reach its target operating area quickly, which is typically in excess of three hundred feet from the HDT Control Point. It must be able to operate reliably and wirelessly within the County of Riverside in both rural and urban areas with radio signal obstacles such as a dense radio frequency spectrum, structures, vehicles and vegetation. It must be able to traverse all types of terrain found within the County, and perform all functions in all weather conditions.

Based on these robot specifications, County Purchasing sent out a Request for Quotations to 10 vendors. On September 17, 2009, the County received a single response from ICOR Technology, Inc. to supply the bomb robot for a total cost of $74,491.25. The ICOR robot meets all the specifications summarized above, so the Sheriff's Department recommends the Board approve and direct the Auditor-Controller to make the budget adjustments on the attached Schedule A for the robot's purchase.

Schedule A

Increase Appropriations:

10000-2500300000-546160	Equipment - Other	$74,492

Increase Estimated Revenue:

10000-2500300000-767220	Federal – Other Operating Grants	$74,492

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

531

FROM: Sheriff - Coroner - PA

SUBMITTAL DATE:
09/23/09

SUBJECT: FY 2009 Justice Assistance Grant (JAG) Award from the U.S. Department of Justice

RECOMMENDED MOTION: Move that the Board of Supervisors:
1. Acknowledge receipt of a Justice Assistance Grant (JAG) Award from the U.S. Department of Justice Office of Justice Programs, Bureau of Justice Assistance in the amount of $250,263, and authorize the Chairman to sign the award and initial the bottom right corner of each page.

2. Approve and direct the Auditor Controller to make the budget adjustments on the attached Schedule A.

BACKGROUND: Continued on Page 2
BR 10-042

FISCAL PROCEDURES APPROVED
ROBERT E. BYRD, AUDITOR-CONTROLLER
BY SAMUEL WONG 10/6/09
Department Conference

FORM APPROVED COUNTY COUNSEL
BY: NEAL R. KIPNIS DATE

Will Taylor, Director of Administration

for

Stanley L. Sniff, Jr., Sheriff - Coroner - PA

FINANCIAL DATA				
	Current F.Y. Total Cost:	$ 17,840	In Current Year Budget:	No
	Current F.Y. Net County Cost:	$ 0	Budget Adjustment:	Yes
	Annual Net County Cost:	$ 0	For Fiscal Year:	FY 2009-10

SOURCE OF FUNDS: 100% U.S. DOJ Grant

Positions To Be Deleted Per A-30 ☒

Requires 4/5 Vote ☒

C.E.O. RECOMMENDATION: APPROVE

BY: Robert Tremaine

County Executive Office Signature

Dep't Recomm.: ☐ Consent ☒ Policy

Per Exec. Ofc.: ☐ Consent ☒ Policy

Prev. Agn. Ref.: 09/16/08 3.42 | **District:** ALL | **Agenda Number:** 3.45

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

From 1997 through 2003, the County utilized Local Law Enforcement Block Grant funds (LLEBG) to support Youth Accountability Teams. In 2003, funding was redirected to support a Fugitive Apprehension Detail (9/23/03, 9.2a-d). With the realignment of Federal Justice Program funding in 2005, LLEBG and Edward Byrne Memorial grants were eliminated and replaced with the Justice Assistance Grant (JAG) programs, wherein the Board accepted the 2005 grant of $253,859 (8/23/05, 3.84), the 2006 grant of $155,635 (4/25/06,3.24), the 2007 grant of $233,719 (09/18/07, 3.50) and the 2008 grant of $74,194 (09,16,08, 3.42). In contrast to LLEBG, there is no required local match. Awards are based upon population and the reports of Part 1 crimes to the Federal Bureau of Investigation.

The Sheriff's Department has been notified that the County's FY 2009 grant application has been approved in the amount of $250,263. The grant project and budget period is from 10/01/08 through 09/30/12. Program funds will be used to continue the support of a Fugitive Warrant Extradition Sergeant and provide support to the District Attorney's Office for its continued prosecution of criminals; additionally grant funds will be used by the Probation Department to partially fund a Supervising Probation Officer to administer evidence-based practices.

Schedule A details budget adjustments only for the Sheriff's Department in the amount of $17,840, as the other remaining expenses and revenue necessary for this fiscal year were already anticipated in the budget. The District Attorney's Office and Probation Department will make their own budget adjustments if necessary.

The grant documents have been approved as to form by County Counsel.

Schedule A

SHERIFF'S DEPARTMENT

Increase Appropriations:

10000-2500300000-510040	Regular Salaries	12,545
10000-2500300000-518100	Budgeted Benefits	5,295
		$17,840

Increase Estimated Revenue:

10000-2500300000-767080	Fed-BJA Block Grant	$17,840

Department of Justice

Office of Justice Programs

Bureau of Justice Assistance

Office of Justice Programs

Washington, D.C. 20531

September 17, 2009

Chairman Jeff Stone
County of Riverside
County Executive
4080 Lemon Street, 12th Floor
Riverside, CA 92501-0512

Dear Chairman Stone:

On behalf of Attorney General Eric Holder, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY 09 Edward Byrne Memorial Justice Assistance Grant Program: Local Solicitation in the amount of $250,263 for County of Riverside.

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, Stefanie Harris, Program Manager at (202) 305-8069; and
- Financial Questions, the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at ask.ocfo@usdoj.gov.

Congratulations, and we look forward to working with you.

Sincerely,

James H. Burch II
Acting Director

Enclosures

Department of Justice
Office of Justice Programs
Office for Civil Rights

Washington, D.C. 20531

September 17, 2009

Chairman Jeff Stone
County of Riverside
County Executive
4080 Lemon Street, 12th Floor
Riverside, CA 92501-0512

Dear Chairman Stone:

Congratulations on your recent award. In establishing financial assistance programs, Congress linked the receipt of Federal funding to compliance with Federal civil rights laws. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice is responsible for ensuring that recipients of financial aid from OJP, its component offices and bureaus, the Office on Violence Against Women (OVW), and the Office of Community Oriented Policing Services (COPS) comply with applicable Federal civil rights statutes and regulations. We at OCR are available to help you and your organization meet the civil rights requirements that come with Justice Department funding.

Ensuring Access to Federally Assisted Programs

As you know, Federal laws prohibit recipients of financial assistance from discriminating on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in respect to employment practices but also in the delivery of services or benefits. Federal law also prohibits funded programs or activities from discriminating on the basis of age in the delivery of services or benefits.

Providing Services to Limited English Proficiency (LEP) Individuals

In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of Federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website at http://www.lep.gov.

Ensuring Equal Treatment for Faith-Based Organizations

The Department of Justice has published a regulation specifically pertaining to the funding of faith-based organizations. In general, the regulation, Participation in Justice Department Programs by Religious Organizations; Providing for Equal Treatment of all Justice Department Program Participants, and known as the Equal Treatment Regulation 28 C.F.R. part 38, requires State Administering Agencies to treat these organizations the same as any other applicant or recipient. The regulation prohibits State Administering Agencies from making award or grant administration decisions on the basis of an organization's religious character or affiliation, religious name, or the religious composition of its board of directors.

The regulation also prohibits faith-based organizations from using financial assistance from the Department of Justice to fund inherently religious activities. While faith-based organizations can engage in non-funded inherently religious activities, they must be held separately from the Department of Justice funded program, and customers or beneficiaries cannot be compelled to participate in them. The Equal Treatment Regulation also makes clear that organizations participating in programs funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. For more information on the regulation, please see OCR's website at http://www.ojp.usdoj.gov/ocr/etfbo.htm.

State Administering Agencies and faith-based organizations should also note that the Safe Streets Act, as amended; the Victims of Crime Act, as amended; and the Juvenile Justice and Delinquency Prevention Act, as amended, contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the Justice Department has concluded that the Religious Freedom Restoration Act (RFRA) is reasonably construed, on a case-by-case basis, to require that its funding agencies permit faith-based organizations applying for funding under the applicable program statutes both to receive DOJ funds and to continue considering religion when hiring staff, even if the statute that authorizes the funding program generally forbids considering of religion in employment decisions by grantees.

Questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment may be directed to this Office.

Enforcing Civil Rights Laws

All recipients of Federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to the prohibitions against unlawful discrimination. Accordingly, OCR investigates recipients that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, OCR selects a number of recipients each year for compliance reviews, audits that require recipients to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal employment opportunity standards.

Complying with the Safe Streets Act or Program Requirements

In addition to these general prohibitions, an organization which is a recipient of financial assistance subject to the nondiscrimination provisions of the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, 42 U.S.C. § 3789d(c), or other Federal grant program requirements, must meet two additional requirements:(1) complying with Federal regulations pertaining to the development of an Equal Employment Opportunity Plan (EEOP), 28 C.F.R. § 42.301-.308, and (2) submitting to OCR Findings of Discrimination (see 28 C.F.R. §§ 42.205(5) or 31.202(5)).

1) Meeting the EEOP Requirement

In accordance with Federal regulations, Assurance No. 6 in the Standard Assurances, COPS Assurance No. 8.B, or certain Federal grant program requirements, your organization must comply with the following EEOP reporting requirements:

If your organization has received an award for $500,000 or more and has 50 or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare an EEOP and submit it to OCR for review **within 60 days from the date of this letter**. For assistance in developing an EEOP, please consult OCR's website at http://www.ojp.usdoj.gov/ocr/eeop.htm. You may also request technical assistance from an EEOP specialist at OCR by dialing (202) 616-3208.

If your organization received an award between $25,000 and $500,000 and has 50 or more employees, your organization still has to prepare an EEOP, but it does not have to submit the EEOP to OCR for review. Instead, your organization has to maintain the EEOP on file and make it available for review on request. In addition, your organization has to complete Section B of the Certification Form and return it to OCR. The Certification Form can be found at http://www.ojp.usdoj.gov/ocr/eeop.htm.

If your organization received an award for less than $25,000; or if your organization has less than 50 employees, regardless of the amount of the award; or if your organization is a medical institution, educational institution, nonprofit organization or Indian tribe, then your organization is exempt from the EEOP requirement. However, your organization must complete Section A of the Certification Form and return it to OCR. The Certification Form can be found at http://www.ojp.usdoj.gov/ocr/eeop.htm.

2) Submitting Findings of Discrimination

In the event a Federal or State court or Federal or State administrative agency makes an adverse finding of discrimination against your organization after a due process hearing, on the ground of race, color, religion, national origin, or sex, your organization must submit a copy of the finding to OCR for review.

Ensuring the Compliance of Subrecipients

If your organization makes subawards to other agencies, you are responsible for assuring that subrecipients also comply with all of the applicable Federal civil rights laws, including the requirements pertaining to developing and submitting an EEOP, reporting Findings of Discrimination, and providing language services to LEP persons. State agencies that make subawards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of subrecipients.

If we can assist you in any way in fulfilling your civil rights responsibilities as a recipient of Federal funding, please call OCR at (202) 307-0690 or visit our website at http://www.ojp.usdoj.gov/ocr/.

Sincerely,

Michael L. Alston
Director

cc: Grant Manager
Financial Analyst

Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Grant

1. RECIPIENT NAME AND ADDRESS (Including Zip Code)
County of Riverside
County Executive 4080 Lemon Street, 12th Floor
Riverside, CA 92501-0512

4. AWARD NUMBER: 2009-DJ-BX-0214

5. PROJECT PERIOD: FROM 10/01/2008 TO 09/30/2012
BUDGET PERIOD: FROM 10/01/2008 TO 09/30/2012

6. AWARD DATE 09/17/2009

7. ACTION
Initial

1A. GRANTEE IRS/VENDOR NO.
956000943

8. SUPPLEMENT NUMBER
00

9. PREVIOUS AWARD AMOUNT $ 0

3. PROJECT TITLE
Riverside Fugitive Warrant Extradition Team and Probation Department Evidence-Based Practices Programs

10. AMOUNT OF THIS AWARD $ 250,263

11. TOTAL AWARD $ 250,263

12. SPECIAL CONDITIONS
THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).

13. STATUTORY AUTHORITY FOR GRANT
This project is supported under 42 U.S.C. 3751(a) (BJA - JAG Formula)

15. METHOD OF PAYMENT
PAPRS

[redacted] AGENCY APPROVAL [redacted]

16. TYPED NAME AND TITLE OF APPROVING OFFICIAL
James H. Burch II
Acting Director

17. SIGNATURE OF APPROVING OFFICIAL

[redacted] GRANTEE ACCEPTANCE [redacted]

18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL
Jeff Stone
County Board of Supervisors Chairman

19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL

19A. DATE

[redacted] AGENCY USE ONLY [redacted]

20. ACCOUNTING CLASSIFICATION CODES

FISCAL YEAR	FUND CODE	BUD. ACT.	OFC.	DIV. REG.	SUB.	POMS	AMOUNT
X	B	DJ	80	00	00		250263

21. IDJUGT5374

FORM APPROVED COUNTY COUNSEL
BY: NEAL R. KIPNIS DATE

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/2 (REV. 4-88)

PROJECT NUMBER 2009-DJ-BX-0214 AWARD DATE 09/17/2009

SPECIAL CONDITIONS

1. The recipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.

2. The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the recipient is in compliance.

3. The recipient agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) from OMB Circular A-133 audits (and any other audits of OJP grant funds) are not satisfactorily and promptly addressed, as further described in the current edition of the OJP Financial Guide, Chapter 19.

4. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of OJP.

5. The recipient must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. This condition also applies to any subrecipients. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by -

   mail:

   Office of the Inspector General
   U.S. Department of Justice
   Investigations Division
   950 Pennsylvania Avenue, N.W.
   Room 4706
   Washington, DC 20530

   e-mail: oig.hotline@usdoj.gov

   hotline: (contact information in English and Spanish): (800) 869-4499

   or hotline fax: (202) 616-9881

   Additional information is available from the DOJ OIG website at www.usdoj.gov/oig.

SPECIAL CONDITIONS

6. The grantee agrees to assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these grant funds, either directly by the grantee or by a subgrantee. Accordingly, the grantee agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the grant, the grantee agrees to contact BJA.

   The grantee understands that this special condition applies to its following new activities whether or not they are being specifically funded with these grant funds. That is, as long as the activity is being conducted by the grantee, a subgrantee, or any third party and the activity needs to be undertaken in order to use these grant funds, this special condition must first be met. The activities covered by this special condition are:
   a. New construction;
   b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
   c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
   d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
   e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

   The grantee understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The grantee further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at http://www.ojp.usdoj.gov/BJA/resource/nepa.html, for programs relating to methamphetamine laboratory operations.

   Application of This Special Condition to Grantee's Existing Programs or Activities: For any of the grantee's or its subgrantees' existing programs or activities that will be funded by these grant funds, the grantee, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

7. To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdiction, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the grantee can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

8. To support public safety and justice information sharing, OJP requires the grantee to use the National Information Exchange Model (NIEM) specifications and guidelines for this particular grant. Grantee shall publish and make available without restriction all schemas generated as a result of this grant to the component registry as specified in the guidelines. For more information on compliance with this special condition, visit http://www.niem.gov/implementationguide.php.

9. The recipient is required to establish a trust fund account. (The trust fund may or may not be an interest-bearing account.) The fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate and expend the grant funds in the trust fund (including any interest earned) during the period of the grant. Grant funds (including any interest earned) not expended by the end of the grant period must be returned to the Bureau of Justice Assistance no later than 90 days after the end of the grant period, along with the final submission of the Financial Status Report (SF-269).

SPECIAL CONDITIONS

10. The grantee agrees to comply with all reporting, data collection and evaluation requirements, as prescribed by law and detailed by the BJA in program guidance for the Justice Assistance Grant (JAG) Program. Compliance with these requirements will be monitored by BJA.

11. The recipient agrees that any information technology system funded or supported by OJP funds will comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 42 U.S.C. 3789g(c)-(d). Recipient may not satisfy such a fine with federal funds.

12. The recipient agrees to ensure that the State Information Technology Point of Contact receives written notification regarding any information technology project funded by this grant during the obligation and expenditure period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these grant funds. In addition, the recipient agrees to maintain an administrative file documenting the meeting of this requirement. For a list of State Information Technology Points of Contact, go to http://www.it.ojp.gov/default.aspx?area=policyAndPractice&page=1046.

13. The grantee agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment. See http://www.ojp.gov/about/ocr/equal_fbo.htm.

14. The recipient acknowledges that all programs funded through subawards, whether at the state or local levels, must conform to the grant program requirements as stated in BJA program guidance.

15. Grantee agrees to comply with the requirements of 28 C.F.R. Part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

16. Grantee agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Grantee further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.

17. The recipient agrees that funds received under this award will not be used to supplant State or local funds, but will be used to increase the amounts of such funds that would, in the absence of Federal funds, be made available for law enforcement activities.

PROJECT NUMBER 2009-DJ-BX-0214 AWARD DATE 09/17/2009

SPECIAL CONDITIONS

18. The grantee agrees that within 120 days of award, for any law enforcement task force funded with these funds, the task force commander, agency executive, task force officers, and other task force members of equivalent rank, will complete required online (internet-based) task force training to be provided free of charge through BJA's Center for Task Force Integrity and Leadership. This training will address task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. Additional information will be provided by BJA regarding the required training and access methods via BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

Department of Justice

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Memorandum To: Official Grant File

From: M. A. Berry, Environmental Coordinator

Subject: Incorporates NEPA Compliance in Further Developmental Stages for County of Riverside

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant.

The specified activities requiring environmental analysis are:
a. New construction;
b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see [website].

Please be sure to carefully review the grant conditions on your award document, as it may contain more specific information about environmental compliance.

Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

GRANT MANAGER'S MEMORANDUM, PT. I: PROJECT SUMMARY

Grant

PROJECT NUMBER
2009-DJ-BX-0214

This project is supported under 42 U.S.C. 3751(a) (BJA - JAG Formula)

1. STAFF CONTACT (Name & telephone number)

Stefanie Harris
(202) 305-8069

2. PROJECT DIRECTOR (Name, address & telephone number)

Carolyn Weaver
Administrative Services Analyst6
4080 Lemon Street
Riverside, CA 92501-0512
(951) 955-1912

3a. TITLE OF THE PROGRAM

BJA FY 09 Edward Byrne Memorial Justice Assistance Grant Program: Local Solicitation

3b. POMS CODE (SEE INSTRUCTIONS ON REVERSE)

4. TITLE OF PROJECT

Riverside Fugitive Warrant Extradition Team and Probation Department Evidence-Based Practices Programs

5. NAME & ADDRESS OF GRANTEE

County of Riverside
County Executive 4080 Lemon Street, 12th Floor
Riverside, CA 92501-0512

6. NAME & ADRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 10/01/2008 TO: 09/30/2012

8. BUDGET PERIOD

FROM: 10/01/2008 TO: 09/30/2012

9. AMOUNT OF AWARD

$ 250,263

10. DATE OF AWARD

09/17/2009

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and units of local governments, including tribes, to support a broad range of activities to prevent and control crime based on their own state and local needs and conditions. Grant funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice, including for any one or more of the following purpose areas: 1) law enforcement programs; 2) prosecution and court programs; 3) prevention and education programs; 4) corrections and community corrections programs; 5) drug treatment and enforcement programs; 6) planning, evaluation, and technology improvement programs; and 7) crime victim and witness programs (other than compensation).

Riverside County will use JAG funds to support programs within the Riverside County Sheriff's Department, District Attorney's Office, and Probation Department. The county will continue funding a Fugitive Warrant Enforcement Sergeant to work with the Fugitive Warrant Extradition Team, which seeks to reduce the number of violent and serious offenders on the street. A Senior Deputy District Attorney will also be funded to review fugitive warrant cases to provide immediate assistance to the Riverside Sheriff's Office by either approving or denying extradition of fugitive warrants and facilitate the international extradition of fugitives as appropriate. Lastly, a Supervising Probation Officer will be funded and assigned to work with the National Institute of Corrections in the evaluation and intensive analysis of the department operations, the creation of the strategic plan, and implementation of evidence-based practices. The program objective is to reduce the percentage of offenders sent to state prison due to a violation of probation or new law offense. To accomplish this objective, the department will implement the Wisconsin Risk Needs Assessment for adult offenders and the 8% Solution Risk Assessment for juvenile offenders.

NCA/NCF

FORM APPROVED COUNTY COUNSEL
BY: MARSHA L. VICTOR DATE 10/14/09

621 A

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

FROM: TLMA - Transportation Department

SUBMITTAL DATE:
October 7, 2009

SUBJECT: Contract Change Order No. 3 between the County of Riverside and Sukut–Myers Joint Venture for the replacement of the River Road Bridge over the Santa Ana River, Norco area.

RECOMMENDED MOTION:

1. That the Board ratify and execute Contract Change Order No. 3, and;

2. Authorize the Transportation Department to issue Contract Change Order No. 3 with Sukut-Myers Joint Venture.

BACKGROUND: On December 23, 2008 (agenda item 3.34), the Board entered into an agreement with Sukut-Myers Joint Venture for the Construction of the Bridge replacement project and road improvements on River Road crossing the Santa Ana River in the Norco area.

Patricia Romo
Deputy Director of Transportation

for Juan C. Perez
Director of Transportation

Departmental Concurrence

(Continued On Attached Page)

FINANCIAL DATA				
	Current F.Y. Total Cost:	$375,905	**In Current Year Budget:**	Yes
	Current F.Y. Net County Cost:	$ 0	**Budget Adjustment:**	No
	Annual Net County Cost:	$ 0	**For Fiscal Year:**	2009/2010

SOURCE OF FUNDS: HBBR [Federal] (79.97%), Proposition (.04%), SSR [State](0.05%), Meas A/ Western (2.97%), Mira Loma RBBD/TUMF (6.63%) DIF AP5 Major Improvement Fund – Eastvale area (3.94%), City of Norco (0.88%), WRCRWA (3.01%) Western MWD (2.50%)

Positions To Be Deleted Per A-30 ☐

Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION:

APPROVE
BY: Tina Grande

County Executive Office Signature

☒ Policy ☐ Consent — Dept Recomm.:
☒ Policy ☐ Consent — Per Exec. Ofc.:

Prev. Agn. Ref. 12/23/08, Item 3.34 | **District:** 2 | **Agenda Number:** 3.46

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

This Contract Change Order provides for compensating the contractor to install soil stabilization on the areas of the road approaches on the north and south sides of the new bridge. When the areas were cleared in preparation for construction of the embankments, they were found to be unsuitable for the placement of the fill due to its swampy nature and was not capable of supporting the over 20 feet of fill needed to raise the area to meet the new bridge height above the Santa Ana River. This condition was not revealed during preliminary geotechnical investigations since it was not accessible to the proper testing equipment, due to it being within an environmentally sensitive area, which would have required additional permitting and possible mitigation costs in order to access it prior to construction disturbance. Testing was done adjacent to the sensitive area, which was reasonably expected to yield similar geotechnical results, which was not the case due to greatly varying soil conditions in the river bed.

Once the situation became apparent, a system of crushed rock layers and filter fabric was devised and used to stabilize the ground and allow the construction to proceed, preventing costly project delays on this $35 million construction contract. It is important to note that this work, and an additional cost, would have had to be borne anyway if the specific soil condition had been identified prior to construction, although it would have been part of the bid cost and not a change order.

This Change Order represents 1.06% of the total contract amount of $35,362,633.10. Total cumulative change orders to date represent less that 1.5% of the total contract amount.

Project Work Order No. A7-0298.

LETTER OF TRANSMITTAL

Local Agency: **County of Riverside**
Transportation Department

DATE: June 12, 2009

File: River Road Bridge Replacement Project
W.O. No.: A7-0298
C.C.O. No. 3

TO: Juan Perez

From: Hugh Smith

$375,904.76 (1.06% of the original contract amount of $35,362,683.10)

This Contract Change Order provides for compensating the contractor for performing soil remedial work at various locations within new roadway embankment footprint to solidify existing unsuitable wet soil conditions. Field work will be performed per RFI # 18 recommendations and field directions of the Geotechnical Design Engineer and making necessary changes to accommodate changing soil conditions. Remedial work shall include leveling existing ground, placing Geogrid and Geofabric material as approved by the Geotechnical Design Engineer, place 2'-3' of ¾" crushed rock as needed, and cover with Geofabric material. Place 1' fill material and roll with light equipment to avoid disturbing existing soft soil conditions. Work will be monitored continuously and making necessary adjustments by the Geotechnical Design Engineer and Resident Engineer.

This Change Order became necessary in order to stabilize existing soil and enhance its capacity to accept compacted fill material without subsiding and distorting. Contractor will be compensated for this Extra Work at an Agreed Lump Sum in accordance with the Contract's General Provisions.

The estimated amount of this Contract Change Order is $375,904.76 and the accumulation of all Contract Change Orders thus far, including this one, is $510,904.76.

Previous Contract Change Order Amounts Approved:

See C.C.O. History (Attached)	$135,000.00

This Contract Change Order was discussed with Mr. ***Tayfun Saglam and*** he gave his concurrence to this change.

Adjustment of Time: To be Determined at a later time.

ESTIMATE OF COST

Items	
Force Account	
Agreed Price	$375,904.76
Adjustment	
TOTAL	**+$375,904.76**

Hugh Smith
Engineering Division Manager

Wael Faqih
Resident Engineer

C. C. O. Category

Agency Mandated	
Anticipated Force Account	
Change in Field Conditions	X
Design Omission	
ROW Obligations	
Upgrades / Benefits	
Utilities	

COUNTY OF RIVERSIDE

TRANSPORTATION DEPARTMENT

SHEET 1 OF 1 SHEETS

Contract Change Order No. 3

CONTRACT River Road Bridge Replacement Project WORK ORDER NO. A7 - 0298

TO Sukut-CC Myers JV CONTRACTOR: YOU ARE HEREBY DIRECTED TO MAKE THE HEREIN DESCRIBED CHANGES FROM THE PLANS AND SPECIFICATIONS OR DO THE FOLLOWING DESCRIBED WORK NOT INCLUDED IN THE PLANS AND SPECIFICATIONS ON THIS CONTRACT.

Description of work to be done, estimate of quantities and prices to be paid. Segregated between additional work at contract price, agreed price and force account. Unless otherwise stated, rates for rental of equipment cover only such time as equipment is actually used and no allowance will be made for idle time.

This Change Order Provides for:

Fund to perform all soil remedial work at various locations within new roadway embankment footprint. Remedial work shall be performed in accordance with the Geotechnical Design Engineer's recommendations as detailed in RFI #18 and following revisions to accommodate changing soil conditions. Remedial work shall include leveling existing ground, over excavating unsuitable soil up to 3' as applicable and as directed by the Geotechnical Design Engineer, place Geogrid and Geofabric materials as directed by the Geotech. Engineer, place ~2'-3' of 3/4" crushed rock and cover with Geofabric material to separate the rocks from fill material. Limits of areas to be remedied and thickness of crushed rock shall be detemined by Geotech. Engineer and Resident Engineer. Placement of ~1' fill material and roll with light equipment inorder to avoid disturbing existing soft soil conditions.

Areas to be remedied shall be specified and surveyed by the County survey crew. work shall be monitored continuously and making neessary adjustments as needed by the Geotech. and Resident Engineers.

The work associated with this change eliminated the need to perform a portion of the work included in contract bid items #2 (Roadway Excavation) and #3 (Import Borrow). This change order includes the credit for the elimination of this work. No further changes will be made to the final pay quantity for contract bid items #2 and #3 due to this change order."

This Work will be performed at an Agreed Lump Sum Amount of $375,904.76.
Schedule impact shall be determined at a later time.

Estimated Cost: Decrease $ _____ Increase $ **$375,904.76**

WE, the undersigned contractor, have given careful consideration to the change proposed and hereby agree that we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment therefor the prices shown above.

By reason of this proposed change 0 days adjustment of time will be allowed. **To be determined at a later time**

Accepted _____ 6/10/09
Sukut-CC Myers JV KZ for SR Date

NOTE: This change order is not effective until approved by County. If the Contractor does not sign acceptance of this order, his attention is directed to the requirements of the specifications as to proceeding with the ordered work and filing a written protest with the time therein specified.

_____ 7/31/09
Approval Recommended Date

Approved _____ 10/13/09
Juan Perez, Director of Transportation Date

Approved _____
Chairman, Riverside County Board of Supervisors Date

RD FORM 77 (Rev. 5/94)

FORM APPROVED COUNTY COUNSEL
BY: _____ 10/14/09
MARSHA L. VICTOR DATE

River Road Bridge
Contract CCO History

Contract No.	08-12-004
Work Order No.	A7-0298
Contract Amount	$35,362,683.10
Single Maximum CCO	$100,000.00
Maximum CCO's	$3,536,268.31
Tip Budget	$38,898,951.41

Tip Comments:
No Change

CCO No.	Amount This CCO	Authority	Cumulative CCO's	% Original Authorized	Cumulative CCO %	Classification
1	$50,000.00	Trans. Director	$50,000.00	0.14%	0.14%	Extra/Unavoidable
2	$40,000.00	Trans. Director	$90,000.00	0.11%	0.25%	Extra/Unavoidable
1S1	$45,000.00	Trans. Director	$135,000.00	0.13%	0.38%	Extra/Unavoidable
3	$375,904.76	Board Approval	$510,904.76	1.06%	1.44%	Extra/Unavoidable
	$510,904.76			1.44%		

New Authorized Contract Total	$35,873,587.86
Total CCO Dollars To Date	$510,904.76
Total % Increased by CCO's	1.44%

FORM APPROVED COUNTY COUNSEL
BY: MARSHA L. VICTOR DATE 10/14/09

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

622 A

FROM: TLMA - Transportation Department

SUBMITTAL DATE:
October 15, 2009

SUBJECT: Amendment No. 1 to the Cooperative Agreement between the County of Riverside and the State of California Department of Transportation (Caltrans) for the preparation of environmental and design documents for improvements at the Scott Road/Interstate 215 Interchange.

RECOMMENDED MOTION: That the Board of Supervisors approve and execute the attached Amendment to the Cooperative Agreement between the County of Riverside and Caltrans for improvements at the Scott Road/Interstate 215 Interchange (Amendment 1 - Caltrans Agreement No. 08-1263 A/1).

BACKGROUND: This project consists of a major upgrade to this interchange to expand the bridge overcrossing, add loop ramps, and size the overcrossing to handle anticipated traffic growth in Menifee and the other areas that use the Scott Road corridor (Wildomar, Hemet/San

Juan C. Perez
Director of Transportation

BEC
(Continued on next page)

FINANCIAL DATA				
	Current F.Y. Total Cost:	$ 0	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	$ 0	Budget Adjustment:	No
	Annual Net County Cost:	$ 0	For Fiscal Year:	2009/2010

SOURCE OF FUNDS:

Positions To Be Deleted Per A-30 ☐

Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION:

APPROVE
BY: Tina Grande

County Executive Office Signature

Departmental Concurrence

Policy ☒ Policy ☒

Consent ☐ Consent ☐

Dep't Recomm.: Per Exec. Ofc.:

Prev. Agn. Ref. 10/18/05 (3.61) | **District:** 3 | **Agenda Number:** 3.47

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

Jacinto, Winchester, unincorporated County.) On October 18, 2005 the Board approved a Cooperative Agreement between Caltrans and the County of Riverside which would terminate upon project completion, or December 31, 2009. Project work cannot be completed prior to the termination of the agreement and this amendment extends the termination date to December 31, 2012. Final Design work has begun and Environmental approvals are currently under way, with construction anticipated for late 2011, if funding becomes available through a Community Facilities District. A separate future agreement will be necessary for the construction phase of this project.

The terms of the original Cooperative Agreement between Caltrans and the County of Riverside remains the same and outlines each agency's responsibilities for the development of the environmental and design project documents. This agreement is necessary for Caltrans to provide project oversight, quality assurance, including appropriate reviews and approvals of submittals by the County, and to cooperate in timely processing of the project. The cost of project oversight and quality assurance will be borne by the State.

The City of Menifee incorporated on October 1, 2008. The Scott Road/I-215 Interchange Improvement Project falls within the boundaries of the City of Menifee. Given the newly incorporated boundaries of the City of Menifee, the County and the City are working cooperatively on the environmental and design phases of this project.

Project No. B30689

Contract No. 05-09-007 A1
Riverside Co. Transportation

08-Riv-215-KP R24.62/25.27
(PM R15.3/15.7)
Reconstruct Scott Road IC
In Riverside County north of the
City of Murrieta
EA 0A0200
District Agreement No. 8-1263 A/1

AMENDMENT NO. 1 TO AGREEMENT NO. 1263

THIS AMENDMENT NO. 1 TO AGREEMENT NO. 1263, ENTERED INTO EFFECTIVE ON _____, 2009, is between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, referred to herein as "STATE", and the

COUNTY OF RIVERSIDE, a political subdivision of the State of California, referred to herein as "COUNTY".

RECITALS

1. The parties hereto entered into an Agreement No. 8-1263 on March 7, 2006 defining the terms and conditions of improvements consisting of the reconstruction of the interchange overcrossing and ramps on Route 215 at Scott Road, north of Murrieta, in Riverside County, referred to herein as "PROJECT".

2. It has been determined that PROJECT will not be constructed prior to the termination date of said Agreement

IT IS THEREFORE MUTUALLY AGREED

1. The termination date specified in Article 16 of Section III of said Agreement shall now be December 31, 2012 instead of December 31, 2009.

2. All other terms and conditions of said Agreement No. 8-1263 shall remain in full force and effect.

3. This Amendment No. 1 to Agreement is hereby deemed to be a part of said Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

RANDELL H. IWASAKI
Director of Transportation

By: _____
RAYMOND W. WOLFE, PhD
District Director

CERTIFIED AS TO FUNDS:

By: _____
LISA PACHECO
Budget Manager

COUNTY OF RIVERSIDE

By: _____
Chairman, Board of Supervisors

Attest: _____
Clerk of the Board of Supervisors

APPROVED AS TO FORM AND PROCEDURE:

By: _____ 10/14/09
Counsel Marsha L. Victor

FORM APPROVED COUNTY COUNSEL
BY: MARSHA L. VICTOR DATE 10/14/09

6237

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

FROM: TLMA - Transportation Department

SUBMITTAL DATE: October 15, 2009

SUBJECT: Construction of Traffic Signal and Lighting, at Limonite Avenue and Lucretia Avenue, Mira Loma area.

RECOMMENDED MOTION: That the Board accept the low bid of DBX, Inc. of Temecula, CA in the amount of $358,393. Award the contract to that firm and authorize the Chairman of the Board to execute the contract documents. Amend the TIP by approval of the project's proposed budget as shown on Attachment A.

BACKGROUND: By Minute Order dated July 21, 2009 (agenda item 3.96) the Board authorized the Clerk of the Board to advertise for the construction of traffic signal and lighting, signing and striping at intersection of Limonite Avenue and Lucretia Avenue, in the Mira Loma area. Bids for the project were opened in the office of the Director of Transportation at 2:00 PM, Wednesday, August 12, 2009. Twelve responsive bids were received. The lowest and best bid

Juan C. Perez
Director of Transportation

JCP:jrj:sb
(Continued On Attached Page)

FINANCIAL DATA				
	Current F.Y. Total Cost:	$ 358,393	**In Current Year Budget:**	Yes
	Current F.Y. Net County Cost:	$ 0	**Budget Adjustment:**	No
	Annual Net County Cost:	$ 0	**For Fiscal Year:**	2009/2010

SOURCE OF FUNDS: West County DIF Signal Mitigation Fund (99%), Jurupa Community Service District (JCSD) (1%)

Positions To Be Deleted Per A-30 ☐

Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION:

APPROVE

BY: Tina Grande

County Executive Office Signature

Dept Recomm.: ☒ Policy ☐ Consent
Per Exec. Ofc.: ☒ Policy ☐ Consent

Departmental Concurrence

Prev. Agn. Ref. 12/9/08, item 2.3
7/21/09, item 3.96

District: 2

Agenda Number: 3.48

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

was submitted by DBX, Inc. in the amount of $358,393. The bid is $104,997 (23%) less than the Engineer's Estimate. The Transportation Improvement Program provides for the construction of the subject improvements.

The proposed traffic signal meets traffic signal warrants and will improve safety by providing protected traffic movements and pedestrian crossings.

This project will also provide striping and signing improvements at the intersection and pavement widening on Limonite Avenue. The pavement widening on Limonite Avenue will be striped to add an eastbound left turn lane at Lucretia Avenue and an additional eastbound lane between Etiwanda and Wineville Avenue.

The West County Development Impact Fee (DIF) program, which is governed under Ordinance 659.6, allows for the use of DIF funds for traffic signal facilities.

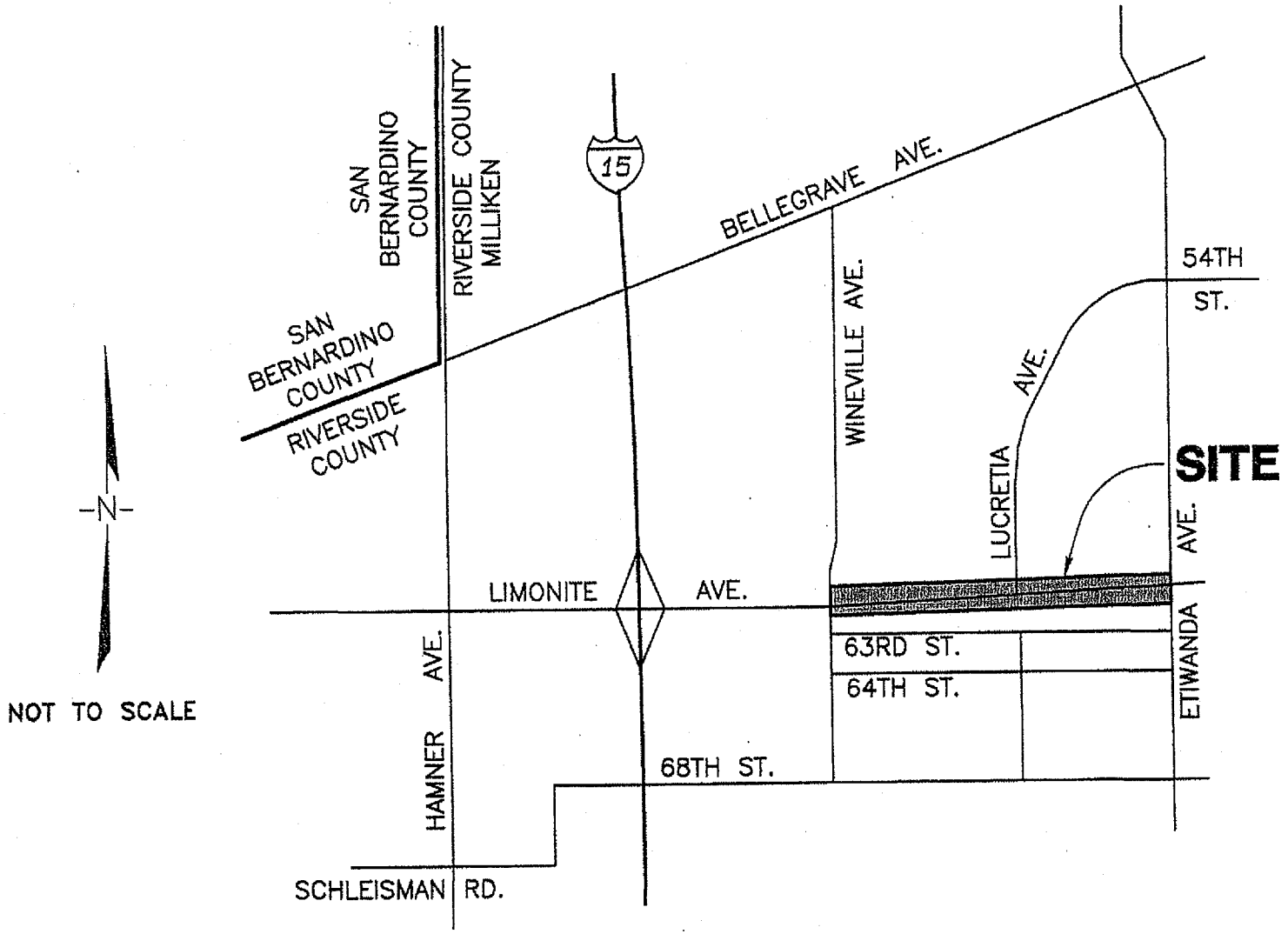
Annual traffic signal operation and maintenance costs are estimated at $5,500 to be funded from gas tax.

The relocation and adjustments of utilities owned by Jurupa Community Service District (JCSD) was included in the bid package as an alternate bid schedule. The District has approved the award of the alternate bid schedule as bid by the apparent low bidder. The costs for the work will be funded by the district.

The Contractor has executed the contract and has provided bonds and insurance certificate documents which meet the requirements of the contract.

The contractor is qualified.

Project Number: B6-0563



VICINITY MAP

PROJECT LENGTH = 5,200 FT
SECTION 29, TOWNSHIP 2 S., RANGE 6 W.
2008 THOMAS GUIDE PG 683, G5

Attachment "A"

Riverside County Transportation Department

Project: **Limonite Ave & Lucretia Ave (TRAFFIC SIGNAL AND LIGHTING PROJECT)**

Project No.(s): **B6-0563**

Project Costs and Budget

Activity		Incurred Costs	Projected Costs	Total Costs	Existing Budget	Proposed Budget
Preliminary Survey						
Environmental		193	807	1,000	2,000	1,000
Design		90,180		90,180	35,000	90,000
Right-of-way					5,000	
Utilities					5,000	
Construction		303	358,393	358,393	250,000	420,000
Construction Contingency	10%		35,839	35,839		
Signal Pole Equipment			26,000	26,000		
Construction Engineering & Inspection	15.0%	1,332	52,427	53,759	25,000	54,000
Construction Survey	5.0%		17,920	17,920	5,000	18,000
	Totals:	**92,008**	**491,386**	**583,091**	**327,000**	**583,000**

Project Funding

Code	Name	Existing Budget	Proposed Budget
369	West County DIF Signal Mitigation Fund	327,000	577,170
832	Jurupa Community Service District (Concurrence Pending)		5,830
	Totals	**327,000**	**583,000**

Comments

1. Alternate bid items include construction cost to relocate various utility valves ($5,300). To be funded by Jurupa Communtiy Service District.

Printed: September 9,09 9:47 AM

Form 11 Attachment

Contract/Lease/Purchase Summary Data

☒ **Contract (for Services)**
- ☐ Approval/Renewal
- ☐ Sole Source
- ☐ Personal Services
- ☐ Independent Contractor
- ☐ Other than Low Bid
- ☐ Change Order
- ☒ Public Works

☐ **Lease**
- ☐ Approval/Renewal
- ☐ Multi-Year Lease
- ☐ Equipment
- ☐ Real Property
- ☐ Change Order

☐ **Purchase (for Materials)**
- ☐ Sole Source
- ☐ Other than Low Bid
- ☐ Change Order

Selection Committee Member Names (RFPs Only)

N/A

User Department:	**Transportation Department**

Vendor/Lessor Name:	**DBX, Inc.**
Vendor/Lessor Location:	**Temecula, CA**

Minority Status: ☐ M ☐ W ☐ DV ☒ None

Local Preference Applied: ☐ Yes ☐ No ☒ N/A

Local Preference Award Cost $
(5% maximum preference)

Local Preference FYTD: Cost $ # of Orders

Applicable Board Policy #

Comments:

RFQ/RFP Process:

Date Mailed:
Response Date:
# of Responses:
# of Qualified Responses:

Bidding Process:

Bid Range:	$ 358,393.00 to $ 459,371.03
Local Bid Range:	N/A
Responsive and Responsible Bid Range:	$ 358,393.00 to $ 459,371.03

Contract/Lease Renewals Only

Existing Agreement Items

Proposed Agreement Items

1. Rates
2. Terms
3. Conditions
4. Legal Issues
5. Accountability
6. Utilities

(Continue on blank sheet if necessary)

NOTE: COMPETITIVELY BID PUBLIC WORKS CONTRACT

Riverside County Contract No. 09-09-005

AGREEMENT

THIS AGREEMENT is entered into at Riverside, California as of the date set forth below is between County of Riverside hereafter called "County" and **DBX, Inc.** hereafter called "Contractor".

W I T N E S S E T H

RECITALS:

1. Contractor has submitted to County his Contractor's Proposal for the construction of County Project, **Limonite Avenue and Lucretia Avenue Traffic Signal and Lighting Project, Project No. B6-0563**, in strict accordance with the Contract Documents identified below and County has accepted said Proposal.

2. Contractor states that he has reexamined his Contractor's Proposal and found it to be correct, has ascertained that his subcontractors are properly licensed and possess the requisite skill and forces, has reexamined the site and Contract Documents and is of the opinion that he can presently do the work in accordance with the Contract Documents for the money set forth in his Proposal to be paid as provided in the Contract Documents.

AGREEMENT:

IT IS AGREED BY THE PARTIES AS FOLLOWS:

1. Contract Documents. The entire contract consists of the following: (a) The Agreement. (b) The Notice Inviting Bids. (c) The Instruction to Bidders. (d) The Contractor's Proposal. (e) The Bid Bond. (f) The Payment Bond. (g) The Performance Bond. (h) The General Conditions. (i) The Special Provisions. (j) The Standard Specifications of the State of California Department of Transportation edition of May 2006 as modified in other portions of the Contract Documents. (k) The Standard Plans of the Department of Transportation identified on the plans or in the Special Provisions. (l) The Plans. (m) Addenda No. **None** (n) The Determination of Prevailing Wage Rates for Public Work. (o) Any Change Orders issued. (p) Any additional or supplemental specifications, notice, instructions and drawings issued in accordance with the provisions of the Contract Documents. All of said Documents presently in existence are by this reference incorporated herein with like effect as if here set forth in full and upon the proper issuance of other documents they shall likewise be deemed incorporated. The Bid Bond is exonerated upon execution of this Agreement and the Payment Bond and Faithful Performance Bond.

2. The Work. Contractor shall do all things necessary to construct the work generally described in Recital No. 1 in accordance with the Contract Documents.

3. Liquidated Damages and Time of Completion. Attention is directed to the provisions in Section 8-1.06, "Time of Completion", and in Section 8-1.07, "Liquidated Damages", of the Standard Specifications and these Special Provisions.

The Contractor shall begin work within 15 days of the date stated within the written "Notice to Proceed".

The Contractor shall notify the Engineer, in writing, of his intent to begin work at least 72 hours before work is begun. The notice shall be delivered to the Transportation Department's Construction Engineer and shall specify the date the Contractor intends to start. If the project has more than one location of work, a separate notice shall be given for each location.

Should the Contractor begin work in advance of receiving a written "Notice to Proceed", any work performed by him in advance of the date stated in the "Notice to Proceed" shall be considered as having been done by him at his own risk and as a volunteer and subject to the following:

(1) The Contractor shall, on commencing operations, take all precautions required for public safety and shall observe all the provisions in the Specifications and the Special Provisions.

(2) All work done according to the contract prior to the issuance of the "Notice to Proceed", will be considered authorized work and will be paid for as provided in the contract.

(3) The Contractor shall not be entitled to any additional compensation or an extension of time for any delay, hindrance or interference caused by or attributable to commencement of work prior to the issuance of the "Notice to Proceed".

4. Compensation. Contractor shall be paid in the manner set forth in the Contract Documents the amount of his Proposal as accepted by County, the above rates, subject to additions and deductions as provided in the Contract Documents. Said Proposal is on file in the Office of the Clerk of the Board of Supervisors of County.

LIMONITE AVENUE AND LUCRETIA AVENUE

TRAFFIC SIGNAL AND LIGHTING

PROJECT NO. B6-0563

AGREEMENT

BASE BID:

ITEM NO.	ITEM CODE	ESTIMATED QUANTITY	UNIT	ITEM	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	017315	2	EA	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE A)	4,670.00	9,340.00
2	017316	1	EA	MINOR CONCRETE (CURB RAMP) (CRS 403 - CASE B)	2,660.00	2,660.00
3	066102	1	LS	DUST ABATEMENT	800.00	800.00
4	066565	1	EA	RELOCATE SIGN	200.00	200.00
5	074020	1	LS	WATER POLLUTION CONTROL	1,500.00	1,500.00
6	120100	1	LS	TRAFFIC CONTROL SYSTEM	4,200.00	4,200.00
7	150717	7,900	SQFT	REMOVE TRAFFIC STRIPE AND PAVEMENT MARKING	0.70	5,530.00
8	151281	6	EA	SALVAGE ROADSIDE SIGN	40.00	240.00
9	153103	580	SQYD	COLD PLANE ASPHALT CONCRETE PAVEMENT	13.00	7,540.00
10	160101	1	LS	CLEARING AND GRUBBING	3,000.00	3,000.00
11	170101	1	LS	DEVELOP WATER SUPPLY	1,000.00	1,000.00
12	190101	1,590	CY	ROADWAY EXCAVATION	19.00	30,210.00
13	260201	1,110	CY	CLASS 2 AGGREGATE BASE	33.00	36,630.00
14	390130	640	TON	HOT ASPHALT MIX	80.00	51,200.00
15	013901	360	TON	ASPHALT RUBBER HOT MIX	99.00	35,640.00
16	394001	1,104	LF	PLACE ASPHALT CONCRETE DIKE (CRS 212) (8")	10.00	11,040.00
17	566011	4	EA	ROADSIDE SIGN - ONE POST	240.00	960.00
18	840519	410	SQFT	THERMOPLASTIC PAVEMENT MARKING AND CROSSWALK	3.00	1,230.00
19	840656	19,800	LF	PAINT TRAFFIC STRIPE (2-COAT)	0.35	6,930.00
20	850102	596	EA	PAVEMENT MARKER (REFLECTIVE)	3.25	1,937.00
21	860201	1	LS	SIGNAL AND LIGHTING	141,306.00	141,306.00

PROJECT SUBTOTAL Three hundred fifty-three thousand, ninety three dollars and zero cents $ 353,093.00
ITEMS 1-21 WORDS

AGREEMENT
(CONTINUED)

ALTERNATE A (JCSD):

ITEM NO.	ITEM CODE	ESTIMATED QUANTITY	UNIT	ITEM	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
22	000003	1	EA	RELOCATE CATHODIC TEST STATION (JCSD)	800.00	800.00
23	000003	1	EA	RELOCATE EXISTING AIR VALVE (JCSD)	1,500.00	1,500.00
24	000003	1	EA	RAISE EXISITING AIR VALVE (JCSD)	1,500.00	1,500.00
25	000003	1	EA	RAISE EXSITING BLOW OFF VALVE (JCSD)	1,500.00	1,500.00

PROJECT SUBTOTAL Five thousand, three hundred dollars and zero cents $ 5,300.00
ITEM 22-25 "WORDS"

PROJECT TOTAL Three hundred fifty eight thousand, three hundred ninety three dollars and $ 358,393.00
ITEMS 1-25 zero cents "WORDS"

IN WITNESS WHEREOF the parties hereto have executed this agreement as of the date set forth below.

COUNTY OF RIVERSIDE

BY _____
Chairman, Board of Supervisors

Dated _____

ATTEST:

Kecia Harper-Ihem, Clerk of the Board

BY _____
Deputy

BY _____
"County"
(Seal)

DBX, Inc.

BY _____

TITLE: President & Sec/Treas
(If Corporation, Affix Seal)

ATTEST:

_____

TITLE: _____

_____
"Corporation"
(Seal)

FORM APPROVED COUNTY COUNSEL
BY: _____ 10/14/09
MARSHA L. VICTOR DATE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Riverside

On 08/26/09 (Date) before me, Phyllissa Martz, Notary Public (Here Insert Name and Title of the Officer),
personally appeared Jim Perry (Name(s) of Signer(s)),

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

PHYLLISSA MARTZ
Commission # 1806627
Notary Public -- California
Riverside County
My Comm. Expires Aug 11, 2012

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Phyllissa Martz (Signature of Notary Public)

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Jim Perry

- ☐ Individual
- ☒ Corporate Officer — Title(s): Pres. & Sec/Treas
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____

- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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CERTIFICATION OF RESOLUTION

I, Jim Perry, Secretary of DBX, Inc. a California corporation, do hereby certify that the attached RESOLUTION OF OFFICER'S AUTHORITY, to which I hereby attest, is a full, true and correct copy of a resolution of the Board of Directors of said corporation, duly adopted and approved by regular action of the said Board of Directors taken on August 12, 1991 in full conformance with the law and the By Laws of said corporation.

I further certify that the resolution is still in full force and effect and has not been amended or revoked.

IN WITNESS WHEREOF, I have hereunto set my hand as such Secretary, and affixed the corporate seal of said Corporation.

I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed at Temecula, California on June 25, 2009.

Jim Perry, Secretary

SEAL

STATE OF CALIFORNIA)

) SS.

COUNTY OF RIVERSIDE)

PHYLLISSA MARTZ
Commission # 1806627
Notary Public -- California
Riverside County
My Comm. Expires Aug 11, 2012

Subscribed and sworn to before me this 26th day of August, 2009, by Jim Perry, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

RESOLUTION OF OFFICER'S AUTHORITY

"WHEREAS, from time to time this corporation, being DBX, Inc., a California corporation, is called upon to execute documents by which this corporation enters into contracts, bonds, obligations of performance, surety and of other legal consequences, and

"WHEREAS, third persons may require or request come written authority evidencing and identifying those persons who are officers and authorized to execute such documents for and on behalf of this corporation, now, therefore, it is

"RESOLVED, that JIM PERRY, who is President and Chief Executive Officer of this corporation, be, and he hereby is, and has been, empowered, authorized and directed to execute any and all kinds of documents, contracts, bonds, obligations of performance, surety and other documents by which this corporation assumes legal obligations, dealing with private and public entities, and

"RESOLVED FURTHER, that any person who relies upon the authority granted and conferred in this resolution shall be indemnified and held harmless from any claim with respect to the existence or non-existence of such authority, and may continue to do so until personally receiving written notice that the authority herein conferred has been terminated."

Dated: August 12, 1991

Jim Perry, Secretary

SEAL

PERFORMANCE BOND

Recitals:

1. **DBX, Inc.** (Contractor) has entered into an Agreement dated _____ with COUNTY OF RIVERSIDE (County) for construction of public work known as **Limonite Avenue and Lucretia Avenue Traffic Signal and Lighting Project, Project No. B6-0563**

2. _____, a _____ corporation (Surety), is the Surety under this Bond.

Agreement:

We, Contractor, as Principal, and Surety, as Surety, jointly and severally agree, state, and are bound unto County, as obligee, as follows:

1. The amount of the obligation of this Bond is 100% of the estimated contract price for the Project of $ **358,393.00 (Three hundred fifty eight thousand, three hundred ninety three dollars and zero cents),** and inures to the benefit of County.

2. This Bond is exonerated by Contractor doing all things to be kept and performed by it in strict conformance with the Contract Documents for the Project, otherwise it remains in full force and effect for the recovery of loss, damage and expense of County resulting from failure of Contractor to so act. All of said Contract Documents are incorporated herein.

3. This obligation is binding on our successors and assigns.

4. For value received, Surety stipulates and agrees that no change, time extension, prepayment to Contractor, alteration or addition to the terms and requirements of the Contract Documents or the work to be performed thereunder shall affect its obligations hereunder and waives notice as to such matters, except the total contract price cannot be increased by more than 10% without approval of Surety.

THIS BOND is executed as of _____.

By _____

By _____

Title _____
"Contractor"

(Corporate Seal)

By _____

Type Name _____
Its Attorney in Fact
"Surety"

(Corporate Seal)

NOTE: This Bond must be executed by both parties with corporate seal affixed for each party. All signatures must be acknowledged. (Attach acknowledgements).

PAYMENT BOND

(Public Work - Civil Code 3247 et seq.)

The makers of this Bond are **DBX, Inc.**, as Principal and Original Contractor and _____, a corporation, authorized to issue Surety Bonds in California, as Surety, and this Bond is issued in conjunction with that certain public works contract dated _____, between Principal and COUNTY OF RIVERSIDE a public entity, as Owner, for $ **358,393.00 (Three hundred fifty eight thousand, three hundred ninety three dollars and zero cents),** the total amount payable. THE AMOUNT OF THIS BOND IS ONE HUNDRED PERCENT OF SAID SUM. Said contract is for public work generally consisting of **Limonite Avenue and Lucretia Avenue Traffic Signal and Lighting Project, Project No. B6-0563**

The beneficiaries of this Bond are as is stated in 3248 of the Civil Code and requirements and conditions of this Bond are as is set forth in 3248, 3249, 3250 and 3252 of said code. Without notice, Surety consents to extension of time for performance, change in requirements, amount of compensation, or prepayment under said contract.

DATED: _____

_____
Original Contractor - Principal

_____
Surety

By _____

By _____
Its Attorney In Fact

Title _____

(If corporation, affix seal)

(Corporate Seal)

(Corporate Seal)

STATE OF CALIFORNIA
COUNTY OF _____ } ss. SURETY'S ACKNOWLEDGEMENT

On _____ before me, _____ personally appeared, _____, known to me, or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacities, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

_____
Signature of Notary Public

Notary Public (Seal)

Note: This Bond must be executed by both parties with corporate seal affixed for each party. All signatures must be notarized.

EXECUTED IN TWO COUNTERPARTS

BOND #12051843
PREMIUM: $3,226

PERFORMANCE BOND

Recitals:

1. **DBX, Inc.** (Contractor) has entered into an Agreement dated _____ with COUNTY OF RIVERSIDE (County) for construction of public work known as **Limonite Avenue and Lucretia Avenue Traffic Signal and Lighting Project, Project No. B6-0563**

2. THE GUARANTEE COMPANY OF NORTH AMERICA USA, a MICHIGAN corporation (Surety), is the Surety under this Bond.

Agreement:

We, Contractor, as Principal, and Surety, as Surety, jointly and severally agree, state, and are bound unto County, as obligee, as follows:

1. The amount of the obligation of this Bond is 100% of the estimated contract price for the Project of **$ 358,393.00 (Three hundred fifty eight thousand, three hundred ninety three dollars and zero cents)**, and inures to the benefit of County.

2. This Bond is exonerated by Contractor doing all things to be kept and performed by it in strict conformance with the Contract Documents for the Project, otherwise it remains in full force and effect for the recovery of loss, damage and expense of County resulting from failure of Contractor to so act. All of said Contract Documents are incorporated herein.

3. This obligation is binding on our successors and assigns.

4. For value received, Surety stipulates and agrees that no change, time extension, prepayment to Contractor, alteration or addition to the terms and requirements of the Contract Documents or the work to be performed thereunder shall affect its obligations hereunder and waives notice as to such matters, except the total contract price cannot be increased by more than 10% without approval of Surety.

THIS BOND is executed as of 08/19/09.

DBX, INC.

By _____

By _____

Title President & Sec/Treas
"Contractor"

(Corporate Seal)

THE GUARANTEE COMPANY OF NORTH AMERICA USA

By _____

Type Name RICHARD A. COON
Its Attorney in Fact
"Surety"

(Corporate Seal)

NOTE: This Bond must be executed by both parties with corporate seal affixed for each party. All signatures must be acknowledged. (Attach acknowledgements).

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Riverside

On 08/26/09 (Date) before me, Phyllissa Martz, Notary Public (Here Insert Name and Title of the Officer),
personally appeared Jim Perry (Name(s) of Signer(s)),

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Phyllissa Martz (Signature of Notary Public)

PHYLLISSA MARTZ
Commission # 1806627
Notary Public -- California
Riverside County
My Comm. Expires Aug 11, 2012

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Jim Perry

- ☐ Individual
- ☒ Corporate Officer — Title(s): Pres. & Sec/Treas
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____

- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Orange }

On 08/19/09 (Date) before me, Lexie Sherwood, Notary Public (Here Insert Name and Title of the Officer),

personally appeared Richard A. Coon (Name(s) of Signer(s)),

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature Lexie Sherwood (Signature of Notary Public)

LEXIE SHERWOOD
COMM. #1856389
NOTARY PUBLIC • CALIFORNIA
ORANGE COUNTY
Comm. Exp. JULY 27, 2013

Place Notary Seal Above

OPTIONAL

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Document Date: _____ Number of Pages: _____

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Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____
- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: _____

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THE GUARANTEE COMPANY OF NORTH AMERICA USA

Southfield, Michigan

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

David L. Culbertson, Charles L. Flake, Richard A. Coon
Culbertson Insurance Services, Inc.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon **THE GUARANTEE COMPANY OF NORTH AMERICA USA** as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of **THE GUARANTEE COMPANY OF NORTH AMERICA USA** at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 31st day of December 2003, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, **THE GUARANTEE COMPANY OF NORTH AMERICA USA** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 1st day of May, 2008.

THE GUARANTEE COMPANY OF NORTH AMERICA USA

STATE OF MICHIGAN
County of Oakland

Stephen Dullard, Vice President

Randall Musselman, Secretary

On this 1st day of May, 2008 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of said Company.

Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2012
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

Cynthia A. Takai

I, Randall Musselman, Secretary of **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, which is still in full force and effect.

IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 19th day of August ,2009 .

Randall Musselman, Secretary

EXECUTED IN TWO COUNTERPARTS

BOND# 12051843
PREMIUM: INCLUDED IN PERFORMANCE BOND

PAYMENT BOND

(Public Work - Civil Code 3247 et seq.)

The makers of this Bond are **DBX, Inc.**, as Principal and Original Contractor and THE GUARANTEE COMPANY OF NORTH AMERICA USA, a corporation, authorized to issue Surety Bonds in California, as Surety, and this Bond is issued in conjunction with that certain public works contract dated _____, between Principal and COUNTY OF RIVERSIDE a public entity, as Owner, for $ **358,393.00 (Three hundred fifty eight thousand, three hundred ninety three dollars and zero cents),** the total amount payable. THE AMOUNT OF THIS BOND IS ONE HUNDRED PERCENT OF SAID SUM. Said contract is for public work generally consisting of **Limonite Avenue and Lucretia Avenue Traffic Signal and Lighting Project, Project No. B6-0563**

The beneficiaries of this Bond are as is stated in 3248 of the Civil Code and requirements and conditions of this Bond are as is set forth in 3248, 3249, 3250 and 3252 of said code. Without notice, Surety consents to extension of time for performance, change in requirements, amount of compensation, or prepayment under said contract.

DATED: 08/19/09

DBX, INC.
Original Contractor - Principal

By _____

THE GUARANTEE COMPANY OF NORTH AMERICA USA
Surety

By _____
Its Attorney In Fact /
RICHARD A. COON

Title President & Sec/Treas

(If corporation, affix seal)

(Corporate Seal)

(Corporate Seal)

STATE OF CALIFORNIA
COUNTY OF _____ } ss. SURETY'S ACKNOWLEDGEMENT

On _____ before me, _____ personally appeared, _____, known to me, or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacities, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

_____
Signature of Notary Public

Notary Public (Seal)

Note: This Bond must be executed by both parties with corporate seal affixed for each party. All signatures must be notarized.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Riverside

On 08/26/09 (Date) before me, Phyllissa Martz, Notary Public (Here Insert Name and Title of the Officer),
personally appeared Jim Perry (Name(s) of Signer(s)),

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Phyllissa Martz (Signature of Notary Public)

PHYLLISSA MARTZ
Commission # 1806627
Notary Public -- California
Riverside County
My Comm. Expires Aug 11, 2012

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Jim Perry

- ☐ Individual
- ☒ Corporate Officer — Title(s): Pres. & Sec/Treas
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____

- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
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Signer Is Representing: _____

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Orange }

On 08/19/09 (Date) before me, Lexie Sherwood, Notary Public (Here Insert Name and Title of the Officer),

personally appeared Richard A. Coon (Name(s) of Signer(s)),

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature Lexie Sherwood (Signature of Notary Public)

LEXIE SHERWOOD
COMM. #1856389
NOTARY PUBLIC • CALIFORNIA
ORANGE COUNTY
Comm. Exp. JULY 27, 2013

Place Notary Seal Above

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- ☐ Attorney in Fact
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- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: _____

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- ☐ Individual
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Company Profile

GUARANTEE COMPANY OF NORTH AMERICA USA (THE)

25800 NORTHWESTERN HWY., STE. 720
SOUTHFIELD, MI 48075

Former Names for Company

Old Name: MID-STATE SURETY CORPORATION **Effective Date:** 12-20-2006

Agent for Service of Process

JERE KEPRIOS, C/O CT CORPORATION SYSTEM 818 WEST SEVENTH STREET, 2ND FLOOR LOS ANGELES, CA 90017 JERE KEPRIOS, C/O CT CORPORATION SYSTEM 818 WEST SEVENTH ST LOS ANGELES, CA 90017

Unable to Locate the Agent for Service of Process?

Reference Information

NAIC #:	36650
NAIC Group #:	0000
California Company ID #:	4609-4
Date authorized in California:	October 14, 1999
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	MICHIGAN

Lines of Insurance Authorized to Transact

The company is authorized to transact business within these lines of insurance. For an explanation of any of these terms, please refer to the glossary.

SURETY

Company Complaint Information

Company Enforcement Action Documents
Company Performance & Comparison Data

ACORD® CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/19/2009

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
Garrett/Mosier/Griffith/Sistrunk Ins. Services 12 Truman Irvine, CA 92620 (949)559-6700 OB84519 www.garrett-mosier.com	**INSURERS AFFORDING COVERAGE**	**NAIC #**
	INSURER A: National Union Fire Insurance Co of Pitts PA	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURED DBX Inc. 42066 Avenida Alvarado, Suite C Temecula CA 92590		

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		**GENERAL LIABILITY** ✓ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ✓ OCCUR ☐ ☐ GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ✓ PRO-JECT ☐ LOC	23022305 No Deductible	3/1/2009	3/1/2010	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A		**AUTOMOBILE LIABILITY** ✓ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ✓ HIRED AUTOS ✓ NON-OWNED AUTOS ☐	23022306	3/1/2009	3/1/2010	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY ☐ ANY AUTO ☐				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
A		**EXCESS / UMBRELLA LIABILITY** ✓ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ✓ RETENTION $ 10,000	BE025894737	3/1/2009	3/1/2010	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N ☐ **(Mandatory in NH)** If yes, describe under SPECIAL PROVISIONS below				☐ WC STATU-TORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Job: Limonite Ave & Lucretia Avenue Traffic Signal and Lighting Project Project No. B6-0563
County of Riverside, its directors, officers, special districts, board of supervisors, employees, agents and representatives, and Jurupa Community Services District are included as additional insured under general liability per attached 61714, but only if required under written contract subject to policy terms and conditions. Primary wording applies per attached 90533.
Auto additional insured applies per attached 87950 10/05. Umbrella additional insured per attached 80517.

CERTIFICATE HOLDER

County of Riverside
3525 14th Street
Riverside CA 92501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL [illegible] MAIL 30* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, [illegible]
* 10 Days for Non-Payment of Premium.

AUTHORIZED REPRESENTATIVE
Calvin Sistrunk Cali L. Sistrunk

ACORD 25 (2009/01)

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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective 12:01 A. M. forms part of Policy

No. 23022305 issued to DBX Inc. by National Union Fire Insurance Co of Pitts PA

PRIMARY COVERAGE FOR SPECIFIED PERSONS OR ORGANIZATIONS NAMED AS ADDITIONAL INSUREDS - ONGOING AND COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following paragraph is added to **SECTION II - WHO IS AN INSURED** and applies only to persons or organizations we have added to your policy as additional insureds by endorsement to comply with insurance requirements of written contracts relative to: a) the performance of your ongoing operations for the additional insureds; or b) "your work" performed for the additional insureds and included in the "products-completed operations hazard:

This insurance is primary over any similar insurance available to any person or organization we have added to this policy as an additional insured. However, this insurance is primary over any other similar insurance only if the additional insured is designated as a named insured in the Declarations of the other similar insurance. We will not require contribution of limits from the other similar insurance if the insurance afforded by this endorsement is primary.

This insurance is excess over any other valid and collectible insurance, whether primary, excess, contingent or on any other basis, if it is not primary as defined in the paragraph above.

All other terms and conditions of the policy are the same.

Vincent Catapano

Authorized Representative

90533 (3/06)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT #

This endorsement, effective 12:01 A.M.3/1/2009 forms a part of Policy No. 23022306 issued to DBX Inc. by National Union Fire Insurance Company of Pitts PA

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

ADDITIONAL INSURED:

I. **SECTION II - LIABILITY COVERAGE, A. Coverage, 1. - Who Is Insured,** is amended to add:

d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:

(1) The coverage and/or limits of this policy, or

(2) The coverage and/or limits required by said contract or agreement.

Cali L. Sisbrunk

AUTHORIZED REPRESENTATIVE

87950 (10/05)

if such property can be restored to use by:

1. the repair, replacement, adjustment or removal of **Your Product** or **Your Work**; or

2. your fulfilling the terms of the contract or agreement.

M. **Insured** means:

1. the **Named Insured**;

2. if you are designated in the declarations as:

   a. an individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner;

   b. a partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

   c. a limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers;

   d. an organization other than a partnership, joint venture or limited liability company, you are an insured. Your executive officers and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders;

   e. a trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees;

3. your employees other than your executive officers (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business;

4. your volunteer workers only while performing duties related to the conduct of your business;

5. any person (other than your employee or volunteer worker) or organization while acting as your real estate manager;

6. your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this policy;

7. any person or organization, other than the **Named Insured**, included as an additional insured under **Scheduled Underlying Insurance**, but not for broader coverage than would be afforded by such **Scheduled Underlying Insurance.**

Notwithstanding any of the above:

a. no person or organization is an **Insured** with respect to the conduct of any current, past or newly formed partnership, joint venture or limited liability company that is not designated as a **Named Insured** in Item 1 of the Declarations; and

b. no person or organization is an **Insured** under this policy who is not an **Insured** under applicable **Scheduled Underlying Insurance.** This provision shall not apply to any organization set forth in the definition of **Named Insured** in Paragraph R. 2 and 3.

N. **Insured Contract** means that part of any contract or agreement pertaining to your business under which any **Insured** assumes the tort liability of another party to pay for **Bodily Injury** or **Property Damage** to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT #

This endorsement, effective 12:01 A.M. 3/1/2009 forms a part
of Policy No. 23022305 issued to DBX Inc. by
National Union Fire of Pittsburgh, PA

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT (Professional Services Exclusion)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Section II - Who is an Insured, 1., is amended to add:

f. Any person or organization to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into, excluding contracts or agreements for professional services, which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of your operations or premises owned by or rented to you. However, the insurance provided will not exceed the lesser of:

1. The coverage and/or limits of this policy, or

2. The coverage and/or limits required by said contract or agreement.

Cali L. Sistrunk

AUTHORIZED REPRESENTATIVE

61714 (9/01)

CERTHOLDER COPY

SG

STATE COMPENSATION INSURANCE FUND

P.O. BOX 420807, SAN FRANCISCO,CA 94142-0807

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 08-19-2009

GROUP: **000044**
POLICY NUMBER: **0021453-2008**
CERTIFICATE ID: **414**
CERTIFICATE EXPIRES: **10-01-2009**
10-01-2008/10-01-2009

COUNTY OF RIVERSIDE

3525 14TH ST
RIVERSIDE CA 92501-3813

SG

JOB:TRAFFIC SIGNAL & LIGHTING PROJECT
LIMONITE AVENUE & LUCRETIA AVENUE
PROJECT B8-0563

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period that will expire or did expire as indicated above.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

James Keary
AUTHORIZED REPRESENTATIVE

Janet Frank
PRESIDENT

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: $1,000,000 PER OCCURRENCE.

ENDORSEMENT #1600 - JIM PERRY PRESIDENT SEC, - EXCLUDED.

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 10-01-2002 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

ENDORSEMENT #2570 ENTITLED WAIVER OF SUBROGATION EFFECTIVE 2008-10-01 IS ATTACHED TO AND FORMS A PART OF THIS POLICY. THIRD PARTY NAME: COUNTY OF RIVERSIDE

EMPLOYER

DBX, INC
42066 AVENIDA ALVARADO STE C
TEMECULA CA 92590

SG

[B10,SP]

PRINTED : 08-19-2009

(REV.2-05)

Company Profile

NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

70 PINE STREET
NEW YORK, NY 10270
800-551-0824

Agent for Service of Process
KAREN HARRIS, 2730 GATEWAY OAKS DRIVE SUITE 100 SACRAMENTO, CA 95833
Unable to Locate the Agent for Service of Process?

Reference Information

NAIC #:	19445
NAIC Group #:	0012
California Company ID #:	0131-3
Date authorized in California:	November 28, 1902
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	PENNSYLVANIA

Lines of Insurance Authorized to Transact

The company is authorized to transact business within these lines of insurance. For an explanation of any of these terms, please refer to the glossary.

AIRCRAFT
AUTOMOBILE
BOILER AND MACHINERY
BURGLARY
COMMON CARRIER LIABILITY
DISABILITY
FIRE
LIABILITY
MARINE
MISCELLANEOUS
PLATE GLASS
SPRINKLER
SURETY
TEAM AND VEHICLE
WORKERS' COMPENSATION

National Union Fire Ins Co Pittsburgh PA

Print this page

(a member of American International Group)

A.M. Best #: 02351 NAIC #: 19445 FEIN #: 250687550

Address: 70 Pine Street
New York, NY 10270
UNITED STATES

Phone: 212-770-7000
Web: www.aig.com

This rating is assigned to companies that have, in our opinion, an excellent ability to meet their ongoing obligations to policyholders.



Best's Ratings

Financial Strength Ratings	View Definitions	**Issuer Credit Ratings**	View Definitions
Rating: **A (Excellent)**		Long-Term: **a**	
Affiliation Code: **p (Pooled)**		Outlook: **Negative**	
Financial Size Category: **XV ($2 Billion or greater)**		Action: **Affirmed**	
Outlook: **Negative**		Date: **November 10, 2008**	
Action: **Affirmed**			
Effective Date: **November 10, 2008**			

** Denotes Under Review Ratings. See rating definitions.*

Company Profile

STATE COMPENSATION INSURANCE FUND

1275 MARKET ST J. C. TUDOR
SAN FRANCISCO, CA 94103
877-405-4545

Agent for Service of Process

Unable to Locate the Agent for Service of Process?

Reference Information

NAIC #:	35076
NAIC Group #:	0000
California Company ID #:	0449-9
Date authorized in California:	January 01, 1914
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	CALIFORNIA

Lines of Insurance Authorized to Transact

The company is authorized to transact business within these lines of insurance. For an explanation of any of these terms, please refer to the glossary.

WORKERS' COMPENSATION

Company Complaint Information

Company Enforcement Action Documents
Company Performance & Comparison Data
Composite Complaint Studies

Want More?

Ratings & Analysis Center

State Compensation Insurance Fund of CA

Print this page

A.M. Best #: 04028 NAIC #: 35076 FEIN #: 943231751

Address: P.O. Box 420807
San Francisco, CA 94142-0807
UNITED STATES

Phone: 415-565-1234
Fax: 415-565-1746
Web: www.scif.com

Best's Ratings

Financial Strength Ratings	View Definitions	Issuer Credit Ratings	View Definitions
Rating: **NR-5 (Not Formally Followed)**		Long-Term: **nr**	
Outlook: Not Applicable		Outlook: Not Applicable	
Action: **Affirmed**		Action: **Other**	
Effective Date: **June 19, 2009**		Date: **June 19, 2009**	

** Denotes Under Review Ratings. See rating definitions.*

Reports and News

Visit our NewsRoom for the latest news and press releases for this company and its A.M. Best Group.

AMB Credit Report - Insurance Professional - includes Best's Financial Strength Rating and rationale along with comprehensive analytical commentary, detailed business overview and key financial data.
Report Revision Date: 06/19/2009 (represents the latest significant change).
Historical Reports are available in AMB Credit Report - Insurance Professional Archive.

Best's Executive Summary Reports (Financial Overview) - available in three versions, these presentation style reports feature balance sheet, income statement, key financial performance tests including profitability, liquidity and reserve analysis.
Data Status: 2009 Best's Statement File - P/C, US. Contains data compiled as of 8/26/2009 (Quality Cross Checked).

- **Single Company** - five years of financial data specifically on this company.
- **Comparison** - side-by-side financial analysis of this company with a peer group of up to five other companies you select.
- **Composite** - evaluate this company's financials against a peer group composite. Report displays both the average and total composite of your selected peer group.

AMB Credit Report - Business Professional - provides three years of key financial data presented with colorful charts and tables. Each report also features the latest Best's Ratings, Rating Rationale and an excerpt from our Business Review commentary.
Data Status: Contains data compiled as of 8/26/2009 (Quality Cross Checked).

Best's Key Rating Guide Presentation Report - includes Best's Financial Strength Rating and financial data as provided in Best's Key Rating Guide products.
Data Status: 2007 Financial Data (Quality Cross Checked).

Financial and Analytical Products

Best's Property/Casualty Center - Premium Data & Reports
Best's Key Rating Guide - P/C, US & Canada
Best's Statement File - P/C, US
Best's Statement File - Global
Best's Insurance Reports - P/C, US & Canada
Best's State Line - P/C, US
Best's Insurance Expense Exhibit (IEE) - P/C, US
Best's Schedule F (Reinsurance) - P/C, US
Best's Schedule D (Municipal Bonds) - US
Best's Schedule P (Loss Reserves) - P/C, US
Best's Schedule D - Hybrid - P/C & L/H, US
Best's Schedule D (Corporate Bonds) - US
Best's Insurance Reports - Online - P/C, US & Canada

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Scanned

FORM APPROVED COUNTY COUNSEL
BY: MARSHA L. VICTOR DATE 10/14/09

Departmental Concurrence

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

624A

FROM: TLMA - Transportation Department

SUBMITTAL DATE:
October 22, 2009

SUBJECT: Reconstruction and Resurfacing of Menifee Road from San Jacinto Avenue to Nuevo Road, Nuevo area.

RECOMMENDED MOTION: That the Board of Supervisors accept the low bid of All American Asphalt of Corona, CA in the amount of $459,989. Award the contract to that firm and authorize the Chairman of the Board to execute the contract documents.

BACKGROUND: By Minute Order dated June 16, 2009 (agenda item 3.44) the Board authorized the Clerk of the Board to advertise for the reconstruction and resurfacing of Menifee Road from San Jacinto Avenue to Nuevo Road, in the Nuevo area. Bids for the project were opened in the office of the Director of Transportation at 2:00 PM, Wednesday, September 2, 2009. Eleven bids were received. The basis for the selection of a contractor is the lowest responsive and responsible bid. The lowest and best bid was submitted by All American

Juan C. Perez
Director of Transportation

JCP:jrj
(Continued On Attached Page)

FINANCIAL DATA				
	Current F.Y. Total Cost:	$ 459,989	**In Current Year Budget:**	Yes
	Current F.Y. Net County Cost:	$ 0	**Budget Adjustment:**	No
	Annual Net County Cost:	$ 0	**For Fiscal Year:**	2009/2010

SOURCE OF FUNDS: Prop. 1B (State Bond Funds-Local Streets and Roads) (91%), Measure A - Western (6%), Prop. 111 (Gas Tax) (3%)

Positions To Be Deleted Per A-30 ☐

Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION:

APPROVE
BY: Tina Grande

County Executive Office Signature

Dep't Recomm.: ☒ Policy ☐ Consent
Per Exec. Ofc.: ☒ Policy ☐ Consent

Prev. Agn. Ref. 6/16/09, Item 3.44 | **District:** 5 | **Agenda Number:** 3.49

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

Form 11 (Rev 07/2007)

RECEIVED RIVERSIDE COUNTY
CLERK / BOARD OF SUPERVISORS

2009 OCT 20 PM 2:27

EXECUTIVE
OFFICE

09 OCT 15 AM 8:37

COUNTY OF RIVERSIDE

Asphalt of Corona, CA in the amount of $459,989.

The total bid price, submitted by All American Asphalt is $173,371 (27.41%) below the Engineer's Estimate.

These improvements will remedy the deteriorated pavement conditions on this segment of Menifee Road.

The project will be completed within the existing budget as shown on Attachment A.

The contractor is qualified.

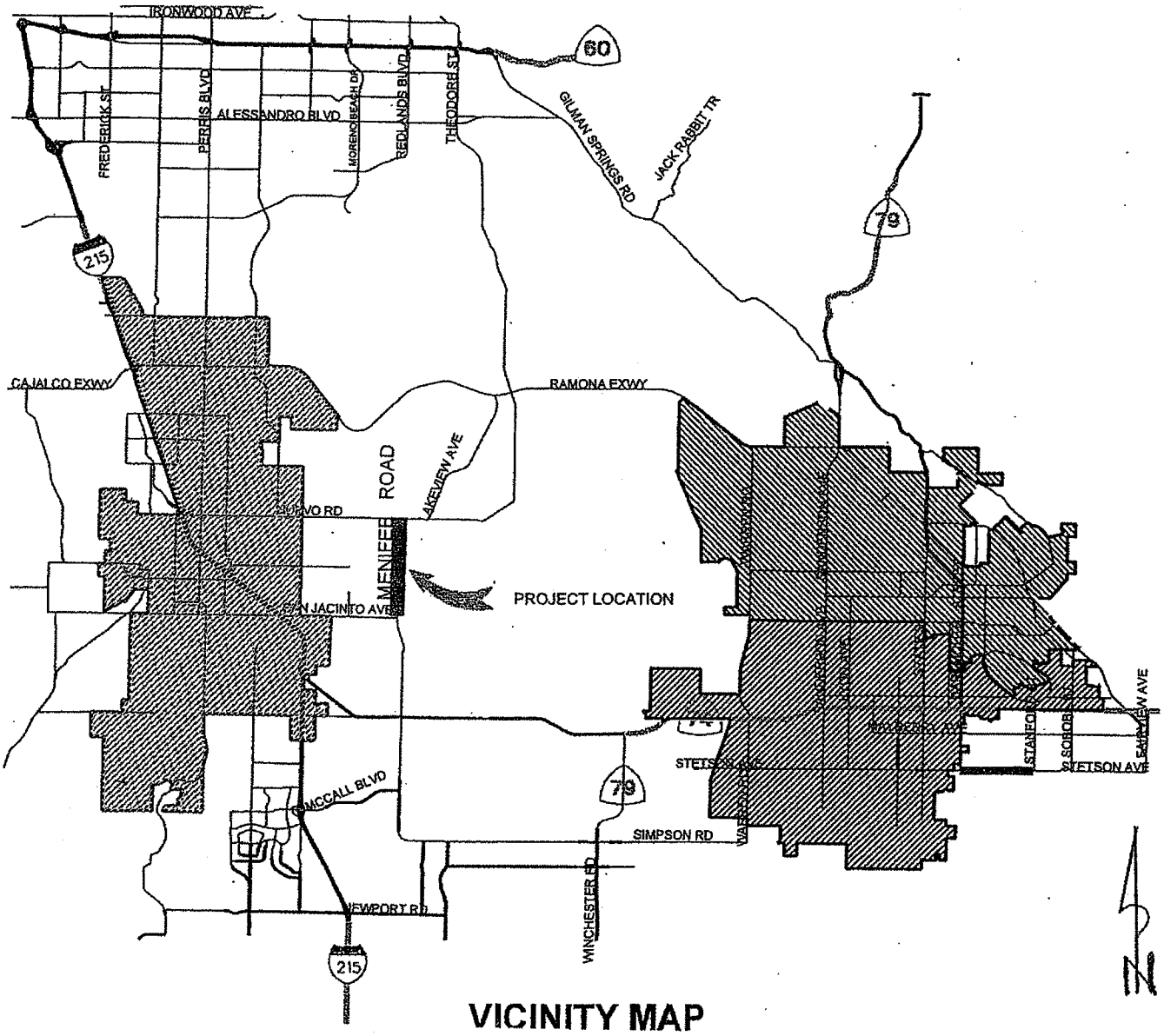
The Contractor has executed the contract, and has provided bonds and insurance which meet the requirements of the contract.

Project No: B2-0409

MENIFEE ROAD

SAN JACINTO AVE TO NUEVO RD

RECONSTRUCTION / REHABILITATION



VICINITY MAP

T4S.,R3W. SECTION 26 & 27

W. O. # B2-0409

Attachment "A"

Riverside County Transportation Department

Project: **Menifee Road (San Jacinto Avenue to Nuevo Road)**

Project No.(s): **B2-0409**

Project Costs and Budget

Activity		Incurred Costs	Projected Costs	Total Costs	Existing Budget
Preliminary Survey		1,000		1,000	1,000
Environmental		17,000		17,000	17,000
Design		111,000		111,000	87,000
Right-of-way					
Utilities		2,000	1,000	3,000	3,000
Construction			460,000	460,000	1,000,000
Construction Contingency	10.0%		46,000	46,000	
Construction Engineering & Inspection		32,000	68,000	100,000	132,000
Construction Survey			40,000	40,000	20,000
	Totals:	**163,000**	**615,000**	**778,000**	**1,260,000**

Project Funding

Code	Name	Existing Budget
201	Proposition 111 (Gas Tax)	31,000
215	Proposition 1B (Sate Bond Funds - Local Streets and Roads)	1,150,000
300	Measure A - Western	79,000
	Totals	**1,260,000**

Comments

Printed: September 29,09 3:00 PM

Form 11 Attachment

Contract/Lease/Purchase Summary Data

☒ **Contract (for Services)**
- Approval/Renewal
- Sole Source
- Personal Services
- Independent Contractor
- Other than Low Bid
- Change Order
- ☒ Public Works

Lease
- Approval/Renewal
- Multi-Year Lease
- Equipment
- Real Property
- Change Order

Purchase (for Materials)
- Sole Source
- Other than Low Bid
- Change Order

User Department:	**Transportation Department**
Vendor/Lessor Name:	**All American Asphalt**
Vendor/Lessor Location:	**Corona, Ca.**

Selection Committee Member Names (RFP's Only)

N/A

Minority Status: ☐ M ☐ W ☐ DV ☒ None

Local Preference Applied: ☐ Yes ☐ No ☒ N/A

Local Preference Award Cost $
(5% maximum preference)

Local Preference FYTD: Cost $ # of Orders

Applicable Board Policy #

Comments:

RFQ/RFP Process:

Date Mailed:
Response Date:
# of Responses:
# of Qualified Responses:

Bidding Process:

Bid Range: $ 459,989.00 to $ 664,130.00
Local Bid Range: N/A
Responsive and Responsible Bid Range: $ 459,989.00 to $ 664,130.00

Contract/Lease Renewals Only

Existing Agreement Items

Proposed Agreement Items

1. Rates
2. Terms
3. Conditions
4. Legal Issues
5. Accountability
6. Utilities

(continue on blank sheet if necessary)

NOTE: COMPETITIVELY BID PUBLIC WORKS CONTRACT

Riverside County Contract No. 09-10-001

AGREEMENT

THIS AGREEMENT is entered into at Riverside, California as of the date set forth below is between County of Riverside hereafter called "County" and **All American Asphalt** hereafter called "Contractor".

W I T N E S S E T H

RECITALS:

1. Contractor has submitted to County his Contractor's Proposal for the construction of County Project, **Menifee Road from San Jacinto Avenue to Nuevo Road Project No. B2-0409**, in strict accordance with the Contract Documents identified below and County has accepted said Proposal.

2. Contractor states that he has reexamined his Contractor's Proposal and found it to be correct, has ascertained that his subcontractors are properly licensed and possess the requisite skill and forces, has reexamined the site and Contract Documents and is of the opinion that he can presently do the work in accordance with the Contract Documents for the money set forth in his Proposal to be paid as provided in the Contract Documents.

AGREEMENT:

IT IS AGREED BY THE PARTIES AS FOLLOWS:

1. Contract Documents. The entire contract consists of the following: (a) The Agreement. (b) The Notice Inviting Bids. (c) The Instruction to Bidders. (d) The Contractor's Proposal. (e) The Bid Bond. (f) The Payment Bond. (g) The Performance Bond. (h) The General Conditions. (i) The Special Provisions. (j) The Standard Specifications of the State of California Department of Transportation edition of May, 2006 as modified in other portions of the Contract Documents. (k) The Standard Plans of the Department of Transportation identified on the plans or in the Special Provisions. (l) The Plans. (m) Addenda No. 1 to 5. (n) The Determination of Prevailing Wage Rates for Public Work. (o) Any Change Orders issued. (p) Any additional or supplemental specifications, notice, instructions and drawings issued in accordance with the provisions of the Contract Documents. All of said Documents presently in existence are by this reference incorporated herein with like effect as if here set forth in full and upon the proper issuance of other documents they shall likewise be deemed incorporated. The Bid Bond is exonerated upon execution of this Agreement and the Payment Bond and Faithful Performance Bond.

2. The Work. Contractor shall do all things necessary to construct the work generally described in Recital No. 1 in accordance with the Contract Documents.

3. Liquidated Damages and Time of Completion. Attention is directed to the provisions in Section 8-1.06, "Time of Completion", and in Section 8-1.07, "Liquidated Damages", of the Standard Specifications and these Special Provisions.

The Contractor shall begin work within 15 days of the date stated within the written "Notice to Proceed".

The Contractor shall notify the Engineer, in writing, of his intent to begin work at least 72 hours before work is begun. The notice shall be delivered to the Transportation Department's Construction Engineer and shall specify the date the Contractor intends to start. If the project has more than one location of work, a separate notice shall be given for each location.

Should the Contractor begin work in advance of receiving a written "Notice to Proceed", any work performed by him in advance of the date stated in the "Notice to Proceed" shall be considered as having been done by him at his own risk and as a volunteer and subject to the following:

(1) The Contractor shall, on commencing operations, take all precautions required for public safety and shall observe all the provisions in the Specifications and the Special Provisions.

(2) All work done according to the contract prior to the issuance of the "Notice to Proceed", will be considered authorized work and will be paid for as provided in the contract.

(3) The Contractor shall not be entitled to any additional compensation or an extension of time for any delay, hindrance or interference caused by or attributable to commencement of work prior to the issuance of the "Notice to Proceed".

4. Compensation. Contractor shall be paid in the manner set forth in the Contract Documents the amount of his Proposal as accepted by County, the above rates, subject to additions and deductions as provided in the Contract Documents. Said Proposal is on file in the Office of the Clerk of the Board of Supervisors of County.

MENIFEE ROAD
FROM SAN JACINTO AVENUE TO NUEVO ROAD

PROJECT NO. B2-0409

AGREEMENT

ITEM NO.	ITEM CODE	ESTIMATED QUANTITY	UNIT	ITEM	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	074020	1	LS	WATER POLLUTION CONTROL	7,222.00	7,222.00
2	120100	1	LS	TRAFFIC CONTROL SYSTEM	17,000.00	17,000.00
3	160101	1	LS	CLEARING AND GRUBBING [INCLUDING CULVERT CLEANING]	2,500.00	2,500.00
4	190101	1,450	CY	ROADWAY EXCAVATION	8.50	12,325.00
5	260201	800	CY	CLASS 2 AGGREGATE BASE	25.00	20,000.00
6	390130	2,750	TON	HOT MIX ASPHALT	59.50	163,625.00
7	510501	1	LS	MINOR CONCRETE [RECONSTRUCTION OF EXISTING HEADWALL]	6,950.00	6,950.00
8	170101	1	LS	DEVELOP WATER SUPPLY	3,900.00	3,900.00
9	066102	1	LS	DUST ABATEMENT	900.00	900.00
10	190185	5,000	LF	SHOULDER BACKING	1.35	6,750.00
11	820107	12	EA	DELINEATOR (CLASS 1) (TYPE F)	10.00	120.00
12	850102	1,100	EA	PAVEMENT MARKER (REFLECTIVE) [2 WAY YELLOW, TYPE D]	0.50	550.00
13	840515	2,200	SQFT	THERMOPLASTIC PAVEMENT MARKING	2.35	5,170.00
14	152440	4	EA	ADJUST MANHOLE TO GRADE	495.00	1,980.00
15	011507	18,800	SQYD	COLD PLANE ASPHALT CONCRETE PAVEMENT	0.79	14,852.00
16	011506	4,750	LF	WEDGE PLANE ASPHALT CONCRETE	0.30	1,425.00
17	013901	2,685	TON	ASPHALT RUBBER HOT MIX	71.00	190,635.00
18	840656	11,500	LF	PAINT TRAFFIC STRIPE (2-COAT)	0.15	1,725.00
19	152390	2	EA	RELOCATE ROADSIDE SIGNS	100.00	200.00
20	566011	9	EA	ROADSIDE SIGNS - ONE POST	240.00	2,160.00

PROJECT TOTAL
ITEMS 1-20

Four hundred fifty nine thousand, nine hundred eighty nine dollars and zero cents $ 459,989.00
"WORDS"

IN WITNESS WHEREOF the parties hereto have executed this agreement as of the date set forth.below.

COUNTY OF RIVERSIDE

BY _____
Chairman, Board of Supervisors

Dated _____

ATTEST:

Kecia Harper-Ihem, Clerk to the Board

BY _____
Deputy

_____
"County"
(Seal)

ALL AMERICAN ASPHALT

BY _____
Robert Bradley
TITLE: Vice President
(If Corporation, Affix Seal)

ATTEST:

_____
Mark Luer
TITLE: Secretary

_____
" Corporation"
(Seal)

FORM APPROVED COUNTY COUNSEL
BY: _____ 10/14/09
MARSHA L. VICTOR DATE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Riverside

On September 22, 2009 (Date) before me, Debbie A. Matsen, Notary Public (Here Insert name and Title of the Officer)

personally appeared Robert Bradley and Mark Luer (Name(s) of Signer(s))

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that ~~he/she~~/they executed the same in ~~his/her~~/their authorized capacity(ies), and that by ~~his/her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the forgoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Debbie A. Matsen (Signature of Notary Public)

DEBBIE A. MATSEN
Commission # 1775685
Notary Public - California
Riverside County
My Comm. Expires Nov 22, 2011

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to person relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Agreement, County of Riverside

Document Date: September 22, 2009 Number of Pages: 4 Pages

Signer(s) Other Than Named Above: None.

Capacity(ies) Claimed by Signer(s)

Signer's Name: Robert Bradley

□ Individual

X Corporate Officer — Title(s): Vice President

□ Partner — □ Limited □ General

□ Attorney in Fact

□ Trustee

□ Other: _____

Signer is Representing:

All American Asphalt

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: Mark Luer

□ Individual

X Corporate Officer — Title(s): Secretary

□ Partner — □ Limited □ General

□ Attorney in Fact

□ Trustee

□ Other: _____

Signer is Representing:

All American Asphalt

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

ALL AMERICAN ASPHALT
ALL AMERICAN AGGREGATES

P.O. BOX 2229, CORONA, CA 92878-2229
STATE CONTRACTORS LICENSE #267073-A

Double sided

CORPORATE RESOLUTION

Resolved, that this Corporation, All American Asphalt, on July 30, 2009 designated Robert Bradley to represent our Corporation in the capacity of President.

Mark Luer
Secretary

TELEPHONE: 951-736-7600 • FAX: 951-739-4671

MINUTES OF SPECIAL MEETING OF SHAREHOLDERS OF ALL AMERICAN ASPHALT
A California Corporation

The shareholders of All American Asphalt, a California Corporation held a special meeting on January 28, 2008 at the principal office of the Corporation, at 400 E. Sixth Street, Corona, California, at 11:00 a.m.

Dan D. Sisemore, the sole shareholder, was present representing 4500 shares of the Corporation. Mark A. Luer was also present at the meeting.

Mr. Dan Sisemore acted as Chairman for the meeting.

This meeting was held for the purpose of naming Mark A. Luer Secretary of the corporation.

Their being no further business to come before the meeting, on motion duly made, seconded and adopted, the meeting was adjourned.

Mark A. Luer - Secretary

Dan D. Sisemore, the sole shareholder
Of the corporation, hereby approves
The foregoing minutes and the proceedings
And acts herein contained.

Dan D. Sisemore, holding
4500 shares

PERFORMANCE BOND

Recitals:

1. **All American Asphalt** (Contractor) intends to enter into an Agreement dated _____ with COUNTY OF RIVERSIDE (County) for construction of public work known as **Menifee Road from San Jacinto Avenue to Nuevo Road , Project No. B2-0409** .

2. _____, a _____ corporation (Surety), is the Surety under this Bond.

Agreement:

We, Contractor, as Principal, and Surety, as Surety, jointly and severally agree, state, and are bound unto County, as obligee, as follows:

1. The amount of the obligation of this Bond is 100% of the estimated contract price for the Project of $ **459,989.00 (Four hundred fifty nine thousand, nine hundred eighty nine dollars and zero cents)**, and inures to the benefit of County.

2. This Bond is exonerated by Contractor doing all things to be kept and performed by it in strict conformance with the Contract Documents for the Project, otherwise it remains in full force and effect for the recovery of loss, damage and expense of County resulting from failure of Contractor to so act. All of said Contract Documents are incorporated herein.

3. This obligation is binding on our successors and assigns.

4. For value received, Surety stipulates and agrees that no change, time extension, prepayment to Contractor, alteration or addition to the terms and requirements of the Contract Documents or the work to be performed thereunder shall affect its obligations hereunder and waives notice as to such matters, except the total contract price cannot be increased by more than 10% without approval of Surety.

THIS BOND is executed as of _____.

By _____

By _____

Title _____
"Contractor"

(Corporate Seal)

By _____

Type Name _____
Its Attorney in Fact
"Surety"

(Corporate Seal)

NOTE: This Bond must be executed by both parties with corporate seal affixed. All signatures must be acknowledged. (Attach acknowledgements).

PAYMENT BOND

(Public Work - Civil Code 3247 et seq.)

The makers of this Bond are **All American Asphalt**, as Principal and Original Contractor and _____, a corporation, authorized to issue Surety Bonds in California, as Surety, and this Bond is issued in conjunction with that certain public works contract dated _____, between Principal and COUNTY OF RIVERSIDE a public entity, as Owner, for $ **459,989.00 (Four hundred fifty nine thousand, nine hundred eighty nine dollars and zero cents),** the total amount payable. THE AMOUNT OF THIS BOND IS ONE HUNDRED PERCENT OF SAID SUM. Said contract is for public work generally consisting of **Menifee Road from San Jacinto Avenue to Nuevo Road , Project No. B2-0409**.

The beneficiaries of this Bond are as is stated in 3248 of the Civil Code and requirements and conditions of this Bond are as is set forth in 3248, 3249, 3250 and 3252 of said code. Without notice, Surety consents to extension of time for performance, change in requirements, amount of compensation, or prepayment under said contract.

DATED: _____

_____
Original Contractor - Principal

_____
Surety

By _____

By _____
Its Attorney In Fact

Title _____

(If corporation, affix seal)

(Corporate Seal)

(Corporate Seal)

STATE OF CALIFORNIA
COUNTY OF _____ } ss. SURETY'S ACKNOWLEDGEMENT

On _____ before me, _____ personally appeared, _____, known to me, or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacities, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

_____
Signature of Notary Public

Notary Public (Seal)

Note: This Bond must be executed by both parties with corporate seal affixed for each party. All signatures must be notarized.

Premium subject to adjustment upon Completion.

PERFORMANCE BOND

Bond No. 089 50 474

Executed in Two (2) Parts

Recitals:

1. **All American Asphalt** (Contractor) intends to enter into an Agreement dated _____ with COUNTY OF RIVERSIDE (County) for construction of public work known as **Menifee Road from San Jacinto Avenue to Nuevo Road , Project No. B2-0409** .

2. Fidelity and Deposit Company of Maryland , a Maryland corporation (Surety), is the Surety under this Bond.

Agreement:

We, Contractor, as Principal, and Surety, as Surety, jointly and severally agree, state, and are bound unto County, as obligee, as follows:

1. The amount of the obligation of this Bond is 100% of the estimated contract price for the Project of $ **459,989.00 (Four hundred fifty nine thousand, nine hundred eighty nine dollars and zero cents)**, and inures to the benefit of County.

2. This Bond is exonerated by Contractor doing all things to be kept and performed by it in strict conformance with the Contract Documents for the Project, otherwise it remains in full force and effect for the recovery of loss, damage and expense of County resulting from failure of Contractor to so act. All of said Contract Documents are incorporated herein.

3. This obligation is binding on our successors and assigns.

4. For value received, Surety stipulates and agrees that no change, time extension, prepayment to Contractor, alteration or addition to the terms and requirements of the Contract Documents or the work to be performed thereunder shall affect its obligations hereunder and waives notice as to such matters, except the total contract price cannot be increased by more than 10% without approval of Surety.

THIS BOND is executed as of September 15, 2009

All American Asphalt

By _____
Robert Bradley, Vice President

By _____
Mark Luer

Title Secretary
"Contractor"

(Corporate Seal)

Fidelity and Deposit Company of Maryland

By _____

Type Name William Syrkin
Its Attorney in Fact
"Surety"

(Corporate Seal)

NOTE: This Bond must be executed by both parties with corporate seal affixed. All signatures must be acknowledged. (Attach acknowledgements).

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of ORANGE

On 9-15-09 (Date) before me, Barbara J. Bender, Notary Public (Here Insert Name and Title of the Officer),

personally appeared William Syrkin (Name(s) of Signer(s))

who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Signature of Notary Public)

BARBARA J. BENDER
Commission # 1801899
Notary Public - California
Orange County
My Comm. Expires Jul 13, 2012

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Performance Bond No. 08950474

Document Date: 9-15-09 Number of Pages: One (1)

Signer(s) Other Than Named Above: All American Asphalt

Capacity(ies) Claimed by Signer(s)

Signer's Name: William Syrkin

☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☑ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: Fidelity and Deposit Company of Maryland

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____

☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Riverside

On September 22, 2009 (Date) before me, Debbie A. Matsen, Notary Public (Here Insert name and Title of the Officer)

personally appeared Robert Bradley and Mark Luer (Name(s) of Signer(s))



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that ~~he/she~~/they executed the same in ~~his/her~~/their authorized capacity(ies), and that by ~~his/her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the forgoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Debbie A. Matsen
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to person relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document Performance Bond, County of Riverside

Document Date: September 15, 2009 Number of Pages: 1 Page

Signer(s) Other Than Named Above: Fidelity and Deposit Company of Maryland

Capacity(ies) Claimed by Signer(s)

Signer's Name: Robert Bradley

□ Individual

☒ Corporate Officer — Title(s): Vice President

□ Partner — □ Limited □ General

□ Attorney in Fact

□ Trustee

□ Other: _____

Signer is Representing:

All American Asphalt

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: Mark Luer

□ Individual

☒ Corporate Officer — Title(s): Secretary

□ Partner — □ Limited □ General

□ Attorney in Fact

□ Trustee

□ Other: _____

Signer is Representing:

All American Asphalt

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Premium charge for this bond included in charge for Performance Bond.

Bond No. 089 50 474

PAYMENT BOND Executed in Two (2) Parts

(Public Work - Civil Code 3247 et seq.)

The makers of this Bond are **All American Asphalt**, as Principal and Original Contractor and Fidelity and Deposit Company of Maryland, a corporation, authorized to issue Surety Bonds in California, as Surety, and this Bond is issued in conjunction with that certain public works contract dated _____, between Principal and COUNTY OF RIVERSIDE a public entity, as Owner, for $ **459,989.00 (Four hundred fifty nine thousand, nine hundred eighty nine dollars and zero cents)**, the total amount payable. THE AMOUNT OF THIS BOND IS ONE HUNDRED PERCENT OF SAID SUM. Said contract is for public work generally consisting of **Menifee Road from San Jacinto Avenue to Nuevo Road , Project No. B2-0409**.

The beneficiaries of this Bond are as is stated in 3248 of the Civil Code and requirements and conditions of this Bond are as is set forth in 3248, 3249, 3250 and 3252 of said code. Without notice, Surety consents to extension of time for performance, change in requirements, amount of compensation, or prepayment under said contract.

DATED: September 15, 2009

All American Asphalt
Original Contractor - Principal

By _____
Robert Bradley

Title Vice President

(If corporation, affix seal)

Fidelity and Deposit Company of Maryland
Surety

By _____
William Syrkin Its Attorney In Fact

(Corporate Seal)

(Corporate Seal)

STATE OF CALIFORNIA
COUNTY OF _____ } ss. SURETY'S ACKNOWLEDGEMENT

On _____ before me, _____ personally appeared, _____, known to me, or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacities, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

***See Attached Acknowledgments
Signature of Notary Public

Notary Public (Seal)

Note: This Bond must be executed by both parties with corporate seal affixed for each party. All signatures must be notarized.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of ORANGE

On 9-15-09 (Date) before me, Barbara J. Bender, Notary Public (Here Insert Name and Title of the Officer),

personally appeared William Syrkin (Name(s) of Signer(s))

who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Signature of Notary Public)

BARBARA J. BENDER
Commission # 1801899
Notary Public - California
Orange County
My Comm. Expires Jul 13, 2012

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Payment Bond No. 08950474

Document Date: 9-15-09 Number of Pages: One (1)

Signer(s) Other Than Named Above: All American Asphalt

Capacity(ies) Claimed by Signer(s)

Signer's Name: William Syrkin
- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner — ☐ Limited ☐ General
- ☑ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: Fidelity and Deposit Company of Maryland

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____
- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Riverside

On September 22, 2009 (Date) before me, Debbie A. Matsen, Notary Public (Here Insert name and Title of the Officer)

personally appeared Robert Bradley (Name(s) of Signer(s))

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the forgoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Signature of Notary Public)

DEBBIE A. MATSEN
Commission # 1775685
Notary Public - California
Riverside County
My Comm. Expires Nov 22, 2011

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to person relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Payment Bond, County of Riverside

Document Date: September 15, 2009 Number of Pages: 1 Page

Signer(s) Other Than Named Above: Fidelity and Deposit Company of Maryland

Capacity(~~ies~~) Claimed by Signer(s)

Signer's Name: Robert Bradley

□ Individual

☒ Corporate Officer — Title(s): Vice President

□ Partner — □ Limited □ General

□ Attorney in Fact

□ Trustee

□ Other: _____

Signer is Representing:

All American Asphalt

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____

□ Individual

□ Corporate Officer — Title(s):

□ Partner — □ Limited □ General

□ Attorney in Fact

□ Trustee

□ Other: _____

Signer is Representing:

_____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by THEODORE G. MARTINEZ, Vice President, and ERIC D. BARNES, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **William SYRKIN, Rebecca HAAS-BATES, Sergio D. BECHARA and Leonard E. ZIMINSKY, all of Irvine, California, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of William SYRKIN, Rebecca HAAS-BATES, Sergio D. BECHARA, Cloe BIERMAN, Leonard E. ZIMINSKY, dated March 1, 2004.

FOR YOUR PROTECTION DO NOT
FOLD OR CUT BELOW THIS LINE
FOR THE PUBLIC RECORD

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 8th day of April, A.D. 2008.

ATTEST: **FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

FIDELITY AND DEPOSIT COMPANY INCORPORATED 1890 OF MARYLAND

By:

Eric D. Barnes *Assistant Secretary* *Theodore G. Martinez*

State of Maryland }
City of Baltimore } ss:

On this 8th day of April, A.D. 2008, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came THEODORE G. MARTINEZ, Vice President, and ERIC D. BARNES, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposeth and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

CONSTANCE A. DUNN NOTARY PUBLIC BALTIMORE COUNTY

Constance A. Dunn *Notary Public*

My Commission Expires: July 14, 2011

Company Profile

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

1400 AMERICAN LANE, 19TH FLOOR TOWER 1
SCHUAMBURG, IL 60196-1056
800-382-2150

Agent for Service of Process
KAREN HARRIS, 2730 GATEWAY OAKS DRIVE SUITE 100 SACRAMENTO, CA 95833
Unable to Locate the Agent for Service of Process?

Reference Information

NAIC #:	39306
NAIC Group #:	0212
California Company ID #:	2479-4
Date authorized in California:	January 01, 1982
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	MARYLAND

Lines of Insurance Authorized to Transact

The company is authorized to transact business within these lines of insurance. For an explanation of any of these terms, please refer to the glossary.

AIRCRAFT
AUTOMOBILE
BOILER AND MACHINERY
BURGLARY
CREDIT
FIRE
LIABILITY
MARINE
MISCELLANEOUS
PLATE GLASS
SPRINKLER
SURETY
TEAM AND VEHICLE
WORKERS' COMPENSATION

Client#: 4475 ALLAMERI2

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/28/2009

PRODUCER
Edgewood Partners Ins. Center
Lic #0B29370 (714) 937-1824
One City Blvd West #700
Orange, CA 92868-2947

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
All American Asphalt
P.O. Box 2229
Corona, CA 92878-2229

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Arch Specialty Insurance Co.	21199
INSURER B: Ins. Co. of the State of PA	19429
INSURER C: Seabright Insurance Co	15563
INSURER D: Hartford Fire Insurance Co.	19682
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC	GPP002265801 Cert Holder is named additional insured if required by written contract	08/01/09	08/01/11	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $100,000 $ $1,000,000 $2,000,000 $2,000,000
D		AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	72UENGK5491 Cert Holder is named additional insured if required by written contract	08/01/09	08/01/10	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
B		EXCESS/UMBRELLA LIABILITY X OCCUR CLAIMS MADE DEDUCTIBLE X RETENTION $ 10000	7517073	08/01/09	08/01/10	EACH OCCURRENCE AGGREGATE	$10,000,000 $10,000,000
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	BB1090243	08/01/09	08/01/10	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
RE: Menifee Road from San Jacinto Avenue to Nuevo Road / Project No. B2 0409
GLap/AL/WC

CERTIFICATE HOLDER

County of Riverside
Bidding/Contracts Unit
3525 14th Street
Riverside, CA 92501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL [redacted] MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT [redacted]

AUTHORIZED REPRESENTATIVE

© ACORD CORPORATION 1988

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
COMMERCIAL GENERAL LIABILITY SELF-INSURED RETENTION COVERAGE FORM

SECTION II – WHO IS INSURED is amended to include as an additional insured those persons or organizations who are required under a written contract with you to be named as an additional insured, but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of your subcontractors:

A. In the performance of your ongoing operations or "your work", including "your work" that has been completed; or

B. In connection with premises owned by or rented to you.

As used in this endorsement, the words "you" and "your" refer to the Named Insured.

All other terms and conditions of this Policy remain unchanged.

Schedule	Project
County of Riverside, its Directors, Officers, Special Districts, Board of Supervisors, employees, agents and representatives	RE: Menifee Road from San Jacinto Avenue to Nuevo Road / Project No. B2-0409

Endorsement Number:
This endorsement is effective on the inception date of this policy unless otherwise stated herein
(The information below is required only when this endorsement is issued subsequent to the preparation of the policy.)
Policy Number: GPP0022658-01
Named Insured: All American Asphalt
Endorsement Effective Date: 8/1/09

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OTHER INSURANCE – BROAD FORM, CGL POLICY ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
COMMERCIAL GENERAL LIABILITY SELF-INSURED RETENTION COVERAGE FORM

Under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS,** the following paragraph is added to Condition **4. Other Insurance:**

> Where the Named Insured is required by a written contract to provide insurance that is primary and non-contributory, and the written contract so requiring is executed by the Named Insured before any "occurrence" or offense, this insurance will be primary, but only if and to the extent required by that written contract.

All other terms and conditions of this Policy remain unchanged.

Schedule	Project
County of Riverside, its Directors, Officers, Special Districts, Board of Supervisors, employees, agents and representatives	RE: Menifee Road from San Jacinto Avenue to Nuevo Road / Project No. B2-0409

Endorsement Number:

This endorsement is effective on the inception date of this policy unless otherwise stated herein

(The information below is required only when this endorsement is issued subsequent to the preparation of the policy.)

Policy Number: GPP0022658-01

Named Insured: All American Asphalt

Endorsement Effective Date: 8/1/09



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED AND RIGHTS OF RECOVERY AGAINST OTHERS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

A. Any person or organization whom you are required by contract to name as additional insured is an "insured" for LIABILITY COVERAGE but only to the extent that person or organization qualifies as an "insured" under the WHO IS AN INSURED provision of Section II – LIABILITY COVERAGE.

B. For any person or organization for whom you are required by contract to provide a waiver of subrogation, the Loss Condition – TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US is applicable.

Schedule	Project
County of Riverside, its Directors, Officers, Special Districts, Board of Supervisors, employees, agents and representatives	RE: Menifee Road from San Jacinto Avenue to Nuevo Road / Project No. B2-0409

AIG. Construction Specialty

Date: July 31, 2009

PACIFIC WHOLESALE BROKERS LLC
3500 W OLIVE AVE., STE 900
BURBANK, CA 91505-5541

Attention: Jim Soe
Phone: 818-953-7704
Fax:
Email:

RE: Excess Liability
Binder for ALL AMERICAN ASPHALT

Dear Jim:

We are pleased to advise that coverage is bound for the captioned account according to the following terms:

Insured Address: CORONA, CA 91718

Policy Period: From: August 1, 2009 To: August 1, 2010
At 12:01 A.M. standard time at the address of the Named Insured.

Carrier: THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA

Policy Form: 44382 (06/88) and attachments

Policy Number: 7617073

Renewal Of: 5686440

Coverage: Excess Liability

Limits: $10,000,000 Each Occurrence
$10,000,000 Annual Aggregate, Where Applicable

SIR: N/A

Advanced Premium:

Minimum Earned Premium:

Taxes: N/A
Surcharges: N/A
Fees: N/A

Underlying Limits:

Type of Policy or Coverage	Insurer, Policy No. and Policy Limits Period	Limits
GENERAL LIABILITY	ARCH SPECIALTY INS. CO. GPP0022658-01 08/01/09 08/01/10	$1,000,000 EACH OCCURRENCE $2,000,000 GENERAL AGGREGATE $2,000,000 PER PROJECT AGGREGATE $10,000,000 POLICY AGGREGATE LIMIT $2,000,000 PRODUCTS/C. OPS. AGGREGATE

Defense Expenses are in addition to the limit

AUTO LIABILITY	HARTFORD INSURANCE CO. 08/01/09 08/01/10	$1,000,000 COMBINED SINGLE LIMIT
		Defense Expenses are in addition to the limit
EMPLOYERS LIABILITY	TO BE DETERMINED 08/01/09 08/01/10	$1,000,000 EACH ACCIDENT $1,000,000 DISEASE EACH EMPLOYEE $1,000,000 DISEASE POLICY LIMIT
		Defense Expenses are in addition to the limit

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY **WC 04 03 06**
(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT—CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from US.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be __*__% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization	Job Description
County of Riverside, its Directors, Officers, Special Districts, Board of Supervisors, employees, agents and representatives	RE: Menifee Road from San Jacinto Avenue to Nuevo Road / Project No. B2-0409

WHERE YOU ARE REQUIRED BY WRITTEN CONTRACT TO OBTAIN THIS AGREEMENT FROM US, PROVIDED THE CONTRACT IS SIGNED AND DATED PRIOR TO THE DATE OF LOSS TO WHICH THIS WAIVER APPLIES. IN NO INSTANCE SHALL THE PROVISIONS AFFORDED BY THIS ENDORSEMENT BENEFIT ANY COMPANY OPERATING AIRCRAFT FOR HIRE.

* The premium charge for this endorsement shall be 2% of the premium developed in the State of California, but not less than $500 policy minimum premium.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 8/1/09 Policy No. BB1090243 Endorsement No.
Insured All American Asphalt Policy Effective Date 8/1/09
Insurance Company Seabright Insurance Company

Countersigned By

WC 04 03 06
(Ed. 4-84)

1770

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Best's Rating Center

Arch Specialty Insurance Company

Print this page

(a member of Arch Insurance Group)
A.M. Best #: 12523 NAIC #: 21199 FEIN #: 362545393

Address: 300 Plaza Three
Jersey City, NJ 07311
UNITED STATES

Phone: 201-743-4000
Fax: 201-743-4005
Web: www.archinsurance.com

This rating is assigned to companies that have, in our opinion, an excellent ability to meet their ongoing obligations to policyholders.

Best's Ratings

Financial Strength Ratings View Definitions

Rating: **A (Excellent)**
Affiliation Code: **g (Group)**
Financial Size Category: **XV ($2 Billion or greater)**
Outlook: **Stable**
Action: **Affirmed**
Effective Date: **October 08, 2008**

Issuer Credit Ratings View Definitions

Long-Term: **a+**
Outlook: **Stable**
Action: **Upgraded**
Date: **October 08, 2008**

* *Denotes Under Review Ratings. See rating definitions.*

Reports and News

Visit our NewsRoom for the latest news and press releases for this company and its A.M. Best Group.

AMB Credit Report - Insurance Professional - includes Best's Financial Strength Rating and rationale along with comprehensive analytical commentary, detailed business overview and key financial data.
Report Revision Date: 05/04/2009 (represents the latest significant change).
Historical Reports are available in AMB Credit Report - Insurance Professional Archive.

Best's Executive Summary Reports (Financial Overview) - available in three versions, these presentation style reports feature balance sheet, income statement, key financial performance tests including profitability, liquidity and reserve analysis.
Data Status: 2009 Best's Statement File - P/C, US. Contains data compiled as of 9/24/2009 (Quality Cross Checked).

- **Single Company** - five years of financial data specifically on this company.
- **Comparison** - side-by-side financial analysis of this company with a peer group of up to five other companies you select.
- **Composite** - evaluate this company's financials against a peer group composite. Report displays both the average and total composite of your selected peer group.

AMB Credit Report - Business Professional - provides three years of key financial data presented with colorful charts and tables. Each report also features the latest Best's Ratings, Rating Rationale and an excerpt from our Business Review commentary.
Data Status: Contains data compiled as of 9/24/2009 (Quality Cross Checked).

Best's Key Rating Guide Presentation Report - includes Best's Financial Strength Rating and financial data as provided in Best's Key Rating Guide products.
Data Status: 2007 Financial Data (Quality Cross Checked).

Financial and Analytical Products

Best's Property/Casualty Center - Premium Data & Reports
Best's Key Rating Guide - P/C, US & Canada
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Best's Statement File - Global
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Best's State Line - P/C, US
Best's Insurance Expense Exhibit (IEE) - P/C, US
Best's Schedule F (Reinsurance) - P/C, US
Best's Schedule D (Municipal Bonds) - US
Best's Corporate Changes and Retirements - P/C, US/CN
Best's Schedule P (Loss Reserves) - P/C, US
Best's Schedule D (Corporate Bonds) - US
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Company Profile

INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA (THE)

70 PINE STREET
NEW YORK, NY 10270
800-433-8880

Agent for Service of Process
KAREN HARRIS, 2730 GATEWAY OAKS DRIVE SUITE 100 SACRAMENTO, CA 95833
Unable to Locate the Agent for Service of Process?

Reference Information

NAIC #:	19429
NAIC Group #:	0012
California Company ID #:	0259-2
Date authorized in California:	May 20, 1908
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	PENNSYLVANIA

Lines of Insurance Authorized to Transact

The company is authorized to transact business within these lines of insurance. For an explanation of any of these terms, please refer to the glossary.

AIRCRAFT
AUTOMOBILE
BOILER AND MACHINERY
BURGLARY
COMMON CARRIER LIABILITY
CREDIT
DISABILITY
FIRE
LIABILITY
MARINE
MISCELLANEOUS
PLATE GLASS
SPRINKLER
SURETY
TEAM AND VEHICLE
WORKERS' COMPENSATION

Company Profile

SEABRIGHT INSURANCE COMPANY

1501 4TH AVENUE, SUITE 2600
SEATTLE, WA 98101
888-636-1580

Former Names for Company

Old Name: KEMPER EMPLOYERS INSURANCE COMPANY **Effective Date:** 03-16-2004

Agent for Service of Process

KAREN HARRIS, 2730 GATEWAY OAKS DRIVE SUITE 100 SACRAMENTO, CA 95833
Unable to Locate the Agent for Service of Process?

Reference Information

NAIC #:	15563
NAIC Group #:	0000
California Company ID #:	4648-2
Date authorized in California:	August 15, 2000
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	ILLINOIS

Lines of Insurance Authorized to Transact

The company is authorized to transact business within these lines of insurance. For an explanation of any of these terms, please refer to the glossary.

AUTOMOBILE
LIABILITY
MARINE
WORKERS' COMPENSATION

Company Complaint Information

Company Enforcement Action Documents

Company Profile

HARTFORD FIRE INSURANCE COMPANY

ONE HARTFORD PLAZA
HARTFORD, CT 06115
800-243-5860

Agent for Service of Process
KAREN HARRIS, 2730 GATEWAY OAKS DRIVE SUITE 100 SACRAMENTO, CA 95833
Unable to Locate the Agent for Service of Process?

Reference Information

NAIC #:	19682
NAIC Group #:	0091
California Company ID #:	0085-1
Date authorized in California:	January 07, 1870
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	CONNECTICUT

Lines of Insurance Authorized to Transact

The company is authorized to transact business within these lines of insurance. For an explanation of any of these terms, please refer to the glossary.

AIRCRAFT
AUTOMOBILE
BOILER AND MACHINERY
BURGLARY
COMMON CARRIER LIABILITY
CREDIT
DISABILITY
FIRE
LEGAL INSURANCE
LIABILITY
MARINE
MISCELLANEOUS
PLATE GLASS
SPRINKLER
SURETY
TEAM AND VEHICLE
WORKERS' COMPENSATION

Company Complaint Information

RESERVED

For

Pending Agenda Item

Title only available at this time

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

6299

FROM: Treasurer-Tax Collector

SUBMITTAL DATE:
October 15, 2009

SUBJECT: Resolution No. 2009-314 - Beaumont Unified School District, Election of 2008, General Obligation Bonds (Vote on Separately)

RECOMMENDED MOTION: That your Honorable Board approve and adopt Resolution No. 2009-314, Authorizing the Issuance and Sale of Beaumont Unified School District, Election of 2008, General Obligation Bonds in one or more series in a Maximum Aggregate Principal Amount not to Exceed $37,000,000 and approving related matters

BACKGROUND: Education Code Section 15140 requires that general obligation bonds of a school district be offered for sale by the Riverside County Board of Supervisors, when the Riverside County Superintendent of Schools has jurisdiction over that district, and when the district wishes to offer its bonds via a negotiated sale. Although California law permits a board of supervisors to opt out of that requirement, this Board has not adopted the necessary enabling resolution. At the same time the County Treasurer has taken the position that school districts should not be negotiating the sale of bonds without his participation.

(Continued on page 2)

Giovane Pizano
Prog, Investment Manager
for Don Kent, Treasurer-Tax Collector

Don Kent, Treasurer - Tax Collector

FINANCIAL DATA			
	Current F.Y. Total Cost:	$	In Current Year Budget:
	Current F.Y. Net County Cost:	$	Budget Adjustment:
	Annual Net County Cost:	$	For Fiscal Year:

SOURCE OF FUNDS:

Positions To Be Deleted Per A-30 ☐

Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION:

APPROVE
BY: Christopher M. Hans

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
BY: DALE A. GARDNER DATE 10/15/09

Departmental Concurrence

Dep't Recomm.:	Per Exec. Ofc.:
☐ Consent	☐ Consent
☒ Policy	☑ Policy

Prev. Agn. Ref.: | **District:** 5 | **Agenda Number:** 3.51

Form 11 (Rev 06/2003)

The Riverside County Superintendent of Schools has jurisdiction over the Beaumont Unified School District (the "District") which is planning to issue and sell bonds via a negotiated sale. Therefore the Education Code provides that the Riverside County Board of Supervisors is responsible for issuing and selling these District bonds, via a negotiated sale, on behalf of the District. To that end, the District's Board of Trustees adopted a resolution requesting this Board to sell the District's general obligation bonds in an aggregate principal amount not to exceed $37,000,000 in one or more series.

An election was held on November 4, 2008, pursuant to paragraph (3) of subdivision (b) of Section 1 of Article XIII A and subdivision (b) of Section 18 of Article XVI of the California Constitution and Section 15264 *et seq.* of the Education Code which codifies, in part, Proposition 39. During that election, a measure authorizing the District to incur general obligation bonded indebtedness in an aggregate principal amount not to exceed $125,000,000 was approved by more than 55% of the qualified voters voting on the measure.

On July 14, 2009, the Board of Supervisors adopted Resolution No. 2009-244 authorizing the issuance and sale of Beaumont Unified School District, Election of 2008, General Obligation Bonds, Series A in an aggregate principal amount not to exceed $37,000,000. These bonds were never issued because, after the resolution was adopted, the District learned that it would receive an allocation of Qualified School Construction Bonds under the American Recovery and Reinvestment Act of 2009. In addition, the District concluded that it might want to issue some of the authorized bonds as taxable Build America Bonds subject to the receipt of an interest subsidy from the U.S. Treasury. Consequently, the District Board of Trustees sought to have the authorization reflected in Board of Supervisors Resolution 2009-244 superseded by the current resolution before the Board of Supervisors, Resolution No. 2009-314, in order to authorize the issuance and sale of an aggregate principal amount of $37,000,000 of the District's Election of 2008 General Obligation Bonds in one or more series thereby allowing a portion of the bonds to be issued as Qualified School Construction Bonds and a portion of the bonds to be issued as taxable Build America Bonds.

Resolution No. 2009-314 supersedes Resolution No. 2009-244 and authorizes the issuance and sale of Beaumont Unified School District, Election of 2008, General Obligation Bonds in one or more series in an aggregate principal amount not to exceed $37,000,000 as requested by the District Board of Trustees. The proceeds of these bonds are to be expended for identified school facilities and improvements or to provide financing for the construction, reconstruction or repair of public school facilities, or the acquisition of land on which such facilities are to be constructed. Expenditures are subject to the review of a citizens' oversight committee appointed by the District's Board of Trustees.

These bonds represent general obligations of the District; these bonds do not constitute a debt or obligation of the County. No part of any fund of the County is pledged or obligated to the payment of these bonds.

The Office of County Counsel has reviewed Resolution No. 2009-314 and has approved it as to form.

RESOLUTION NO. 2009-314

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, CALIFORNIA, AUTHORIZING THE SALE AND ISSUANCE OF BEAUMONT UNIFIED SCHOOL DISTRICT, RIVERSIDE COUNTY, CALIFORNIA, ELECTION OF 2008 GENERAL OBLIGATION BONDS IN ONE OR MORE SERIES IN A PRINCIPAL AMOUNT NOT TO EXCEED $37,000,000 AND APPROVING CERTAIN OTHER MATTERS RELATED THERETO

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RESOLUTION NO. 2009-314

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, CALIFORNIA, AUTHORIZING THE SALE AND ISSUANCE OF BEAUMONT UNIFIED SCHOOL DISTRICT, RIVERSIDE COUNTY, CALIFORNIA, ELECTION OF 2008 GENERAL OBLIGATION BONDS IN ONE OR MORE SERIES IN THE PRINCIPAL AMOUNT NOT TO EXCEED $37,000,000 AND APPROVING CERTAIN OTHER MATTERS RELATED THERETO

WHEREAS, a duly called election was held in the Beaumont Unified School District (the "District"), Riverside County (the "County"), State of California, on November 4, 2008, at which the following proposition ("Measure Z") was submitted to the qualified electors of the District:

> "To retain/attract excellent teachers, keep students from gangs by upgrading safety, technology security systems, energy efficiency; acquiring land; repairing, constructing, equipping schools/classrooms; adding vocational education/after-school space; fixing leaky roofs; replacing heating/air-conditioning; and qualifying for State matching grants shall Beaumont Unified School District issue $125,000,000 in bonds at legal interest rates, with annual financial audits, Independent Citizens' Oversight, and no money for the State or administrators' salaries?"

WHEREAS, at such election Measure Z received the affirmative vote of more than fifty-five percent of the qualified electors of the District voting on the proposition as certified by the Registrar of Voters of the County of Riverside in the official canvassing of votes; and

WHEREAS, this Board has received a signed, certified copy of the resolution of the Board of Education of the District adopted on October 13, 2009 requesting the issuance of Election of 2008 General Obligation Bonds in one or more series in an aggregate principal amount not to exceed $37,000,000 (the "Bonds") which is attached hereto as Exhibit A; and

WHEREAS, the Bonds will be issued under and pursuant to the provisions of Chapter 1.5 of Part 10 of Division 1 of Title 1 (Section 15264 *et seq.*) of the Education Code of the State of California and Article XIIIA of the California Constitution (the "Authorizing Law"); and

WHEREAS, the Bonds may be issued in one or more series and in part as taxable Build America Bonds pursuant to the American Recovery Reinvestment Act of 2009; and

WHEREAS, the American Recovery and Reinvestment Act of 2009 grants a national allocation of $11 billion to provide for the issuance of qualified school construction bonds, in accordance with the qualified tax credit bond program (the "Tax Credit Program") found in Section 54A of the Internal Revenue Code of 1986, as amended (the "Code"), and a portion of said allocation has been granted to the District (the "District Allocation") to provide financing for the construction, reconstruction or repair of public school facilities, or the acquisition of land on which such facilities are to be constructed with part of the proceeds of such issue; and

FORM APPROVED COUNTY COUNSEL
BY DALE A. GARDNER DATE 10/15/09

WHEREAS, the Board of Education of the District has determined to use all or a portion of the District Allocation to issue and sell a portion of the Bonds pursuant to the Tax Credit Program if it is determined by the Superintendent of the District, or her designee, to be in the best interests of the District; and

WHEREAS, in its resolution, the District found and informed this Board that all acts, conditions and things required by law to be done or performed have been done and performed in strict conformity with the laws authorizing the issuance of general obligation bonds of the District, and the indebtedness of the District, including the proposed issue of Bonds, is within all limits prescribed by law;

NOW, THEREFORE, IT IS FOUND, DETERMINED, ORDERED AND RESOLVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, CALIFORNIA, AS FOLLOWS:

Section 1. **Recitals**. All of the above recitals are true and correct.

Section 2. **Purpose of the Bonds**. The Bonds of the District shall be issued pursuant to the Authorizing Law in the name and on behalf of the District in one or more series in an aggregate Principal Amount not to exceed $37,000,000, and this Board of Supervisors hereby authorizes, on behalf of the Beaumont Unified School District, the issuance and sale of the Bonds in one or more series and designates said Bonds to be issued and sold as the "Beaumont Unified School District Election of 2008 General Obligation Bonds Series __," with the first series of Bonds to be designated Series B and each series thereafter lettered sequentially (herein called the "Bonds"). The Bonds shall be issued as Current Interest Bonds, Capital Appreciation Bonds, Convertible Capital Appreciation Bonds or Qualified School Construction Bonds, or any combination thereof, as provided in Section 5 hereof.

The proceeds of the Bonds will be used for any of the purposes authorized by Measure Z, including the acquisition of land, the construction, equipping, furnishing, reconstruction, rehabilitation and replacement of school facilities and sites and the prepayment of any of lease payments or the repayment of other amounts owing by the District on financing entered into to fund such items on an interim basis (collectively, the "Projects").

Section 3. **Terms and Conditions of Sale**. The Bonds shall be sold at one or more negotiated sales pursuant to the Authorizing Law in accordance with the terms of this Resolution. Each series of Bonds shall be sold pursuant to the terms and conditions set forth in the Purchase Contract executed with respect to such series, as described in Section 4 below.

Section 4. **Approval of Bond Purchase Contract**. The form of Bond Purchase Contract (the "Bond Purchase Contract") to be entered into by and among the County, the District and the Underwriter (defined below) for each series, for the purchase and sale of the Bonds, is hereby approved substantially in the form attached hereto as Exhibit B. The Treasurer-Tax Collector of the County, or designated deputy thereof (the "Treasurer"), is hereby authorized to execute and deliver the Bond Purchase Contract for each series, and an Authorized Representative of the District (defined herein) is hereby authorized and requested to acknowledge the execution of such Bond Purchase Contract, but with such changes therein, deletions therefrom and modifications thereto as the Treasurer may approve, such approval to be conclusively evidenced by his or her execution and delivery thereof; provided, however, that each series of Bonds shall have a final maturity no later

than twenty-five (25) years from the date of issue, the maximum interest rate on any Bond shall not exceed 12.00% per annum and the Underwriter's discount, excluding original issue discount, shall not exceed 1.5% of the aggregate principal amount of Bonds issued. The Authorized Representative of the District executing the Bond Purchase Contract shall determine the final principal amount of the Bonds to be sold in each series, provided that the aggregate principal amount of all series issued under the authority of this Resolution shall not exceed $37,000,000, and shall determine whether to purchase municipal bond insurance for all or a portion of the Bonds.

The terms of each Bond Purchase Contract shall recite the aggregate principal amount of the Bonds being sold thereunder, and with respect to the Current Interest Bonds shall recite the date thereof, the maturity dates, principal amounts and annual rates of interest of each maturity thereof, the initial and semiannual interest payment dates thereof, and the terms of optional and mandatory sinking fund redemption thereof; and with respect to the Capital Appreciation Bonds shall recite the date thereof, the initial principal amounts, maturity dates, and maturity values of each maturity thereof, and the initial and semiannual interest dates thereof, and the terms of optional and mandatory sinking fund redemption thereof; and, with respect to the Convertible Capital Appreciation Bonds, shall recite the date thereof, the Conversion Dates (defined below) thereof, initial principal amounts, accreted values at the Conversion Dates and annual rates of interest of each maturity thereof, the initial and semiannual interest payment dates thereof, and the terms of optional and mandatory sinking fund redemption thereof; and, with respect to the Qualified School Construction Bonds, shall recite the date thereof, the Tax Credit Expiration Date (defined below) thereof, principal amounts and annual rates of interest of each maturity thereof, the interest payment dates therefor, the terms of optional and mandatory tender thereof, and the terms of optional, extraordinary mandatory and mandatory sinking fund redemption thereof. Each Bond Purchase Contract for one or more series of Bonds, together with this Resolution, shall constitute the order of the Board of Supervisors for purposes of Section 15230 of the Education Code.

Notwithstanding any provision herein to the contrary, at the request of an Authorized Representative of the District (defined herein) and with the consent of the Treasurer, one or more series of the Bonds may be sold to a joint powers authority of which the District is a member rather than to the Underwriter, and in such event, the Treasurer is authorized to execute a Bond Purchase Contract with the joint powers authority for the sale of such Bonds substantially in the form set forth herein but with such changes therein, deletions therefrom and modifications thereto as the Treasurer may approve, such approval to be conclusively evidenced by his or her execution and delivery thereof; provided, however, that each series of Bonds shall have a final maturity no later than twenty-five (25) years from the date of issue, the maximum interest rate on any Bond shall not exceed 12.00% per annum and the Underwriter's discount, excluding original issue discount, shall not exceed 1.5% of the aggregate principal amount of Bonds issued.

Section 5. **Stripping of Tax Credits; Qualified School Construction Bond and Tax Credit Purchase Contract**. The Treasurer is hereby authorized to approve an agreement (the "Tax Credit Purchase Contract") providing for the separation of the ownership of the Qualified School Construction Bonds from the entitlement to the tax credits with respect to such Qualified School Construction Bonds pursuant to Section 54A of the Code, and for the sale of such separate interests if an Authorized Representative of the District has determined that it is in the best interest of the District. Upon such determination, the Treasurer is further authorized and directed on behalf of the County to execute and deliver a Tax Credit Purchase Contract providing for the sale by the County and the purchase by the Underwriter, or such other purchaser or purchasers as may be identified therein, of the Qualified School Construction Bonds and, if separated therefrom, the instruments

evidencing the entitlement to the tax credits with respect to the Qualified School Construction Bonds (the "Tax Credit Certificates"), at a purchase price to be set forth therein (which purchase price shall be approved by the Treasurer, this Board hereby expressly delegating to such officer the authority to execute the Tax Credit Purchase Contract on its behalf); provided that (i) the maximum interest rate on any Qualified School Construction Bond shall not exceed 12.00% per annum; (ii) the Underwriter's discount shall not exceed 1.5% of the aggregate principal amount of the Qualified School Construction Bonds sold thereunder (excluding any costs of issuance the Underwriter agrees to pay pursuant to the Tax Credit Purchase Contract); and (iii) the Qualified School Construction Bonds shall otherwise conform to the limitations specified herein; and provided, further, that such execution and approval shall constitute conclusive evidence of the Treasurer's approval and this Board's approval of the Tax Credit Purchase Contract.

The Tax Credit Certificates shall be in substantially the form set forth in the Tax Credit Purchase Contract.

The terms of the Tax Credit Purchase Contract shall recite the aggregate principal amount of the Qualified School Construction Bonds, the date thereof, the maturity dates and Tax Credit Expiration Dates thereof, principal amounts and annual rates of interest of each maturity thereof, the interest payment dates thereof, the terms of optional and mandatory tender thereof, if any, the terms of optional, mandatory or extraordinary redemption thereof, if any, the terms of the separation of the ownership interests thereof from the entitlement to the related tax credits pursuant to the Tax Credit Program, the rights and obligations of the owners of the Tax Credit Certificates, the terms of execution, registration, transfer, and exchange of the Tax Credit Certificates, the terms of tender for purchase, remarketing and redemption of the Tax Credit Certificates, and any other provisions necessary or desirable in order to satisfy the requirements of the Tax Credit Program. The Tax Credit Purchase Contract for a series of Qualified School Construction Bonds, together with this Resolution, shall constitute the order of the Board for purposes of Section 15230 of the Education Code.

The Tax Credit Purchase Contract may be executed and delivered as a separate document, as authorized pursuant to this Section 5, or the provisions thereof may be incorporated into a Bond Purchase Contract approved in Section 4 hereof. Pursuant to Section 5922 of the Government Code of California (the "Government Code"), this Board hereby finds and determines that the Tax Credit Purchase Contract and the Tax Credit Certificates will result in a reduction in the amount or duration of payment and lower the cost of borrowing when used in combination with the Qualified School Construction Bonds.

Section 6. **Approval of Paying Agent and Transfer Agent Agreement**. The form of a Paying Agent and Transfer Agent Agreement for the Qualified School Construction Bonds (the "QSCB Paying Agent Agreement") by and among the County, the District and the Paying Agent, substantially in the form presented at this meeting, is hereby approved and the Treasurer-Tax Collector of the County or any authorized designee thereof (the "Treasurer") is hereby authorized to execute and deliver the QSCB Paying Agent Agreement, and an Authorized Representative of the District is hereby requested to acknowledge the execution of such QSCB Paying Agent Agreement, with such changes therein, deletions therefrom and modifications thereto as the Treasurer m ay approve, such approval to be conclusively evidenced by his execution and delivery thereof. The QSCB Paying Agent Agreement shall govern the terms of the Qualified School Construction Bonds and in the event of any inconsistency between the provisions of this Resolution and the QSCB Paying Agent Agreement, the terms of the QSCB Paying Agent Agreement shall prevail.

Section 7. **Certain Definitions**. As used in this Resolution, the terms set forth below shall have the meanings ascribed to them:

"Accreted Interest" means, with respect to the Capital Appreciation Bonds and the Convertible Capital Appreciation Bonds, the Accreted Value thereof minus the Principal Amount thereof as of the date of calculation.

"Accreted Value" means, with respect to the Capital Appreciation Bonds and any Convertible Capital Appreciation Bonds prior to the Conversion Date, as of the date of calculation, the Principal Amount thereof, plus interest thereon to such date of calculation, compounded semiannually on each Bond Payment Date at the stated yield to maturity thereof set forth in the applicable Bond Purchase Contract, assuming in any such semiannual period that such Accreted Value increases in equal daily amounts on the basis of a 360-day year of twelve 30-day months.

"Authorizing Law" means, collectively, (i) Chapter 1, Part 10, Division 1, of Title 1 of the California Education Code of the State of California (commencing with Section 15100), as amended, and (ii) Article XIIIA of the California Constitution.

"Authorized Representative of the District" means each of the Superintendent of the District, the Deputy Superintendent of the District and their designees.

"Board" means the Board of Supervisors of the County.

"Bond Insurer" means any insurance company which issues a municipal bond insurance policy insuring the payment of Principal Amount and of any interest, including Accreted Interest, on a series of Bonds.

"Bond Obligation" means, from time to time as of the date of calculation, with respect to any Current Interest Bond and Qualified School Construction Bond, the Principal Amount thereof and, with respect to any Capital Appreciation Bond, the Accreted Value thereof, and, with respect to any Convertible Capital Appreciation Bond, prior to the Conversion Date the Accreted Value thereof and after the Conversion Date the Conversion Value thereof.

"Bond Payment Date" means, (i) with respect to any Bonds which bear interest on a current basis, the payment dates specified in the applicable Purchase Contract, and (ii) with respect to the Principal payments on the Bonds, the dates provided in the applicable Purchase Contract for such Bonds.

"Bond Register" means the listing of names and addresses of the current registered owners of each Bond, as maintained by the Paying Agent in accordance with Section 13 hereof.

"Bonds" means the Beaumont Unified School District Election of 2008 General Obligation Bonds issued and delivered pursuant to this Resolution.

"Building Fund" means the Beaumont Unified School District Election of 2008 General Obligation Bond Building Fund established pursuant to Section 17 of this Resolution.

"Business Day" means a day which is not a Saturday, Sunday or a day on which banking institutions in the State or the State of New York and the New York Stock Exchange are authorized or required to be closed.

"Capital Appreciation Bonds" means any Bonds the interest component of which is compounded semiannually to maturity as shown in the table of Accreted Values for such Bonds set forth in the Bond Purchase Contract for such Bonds.

"Capital Appreciation Term Bonds" means those Capital Appreciation Bonds for which mandatory sinking fund redemption dates have been established in the Bond Purchase Contract for such Bonds.

"Code" means the Internal Revenue Code of 1986, as amended.

"Continuing Disclosure Certificate" shall mean the Continuing Disclosure Certificate executed by the District in connection with the delivery of a series of Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

"Convertible Capital Appreciation Bonds" means any Bonds which are originally issued as Capital Appreciation Bonds, but which convert to Current Interest Bonds on a Conversion Date. Prior to its Conversion Date, a Convertible Capital Appreciation Bond shall be treated as a Capital Appreciation Bond hereunder and after the Conversion Date shall be treated as a Current Interest Bond hereunder.

"Conversion Date" means, with respect to each Convertible Capital Appreciation Bond, the date as stated in the Bond Purchase Contract or Official Statement, as the date on which such Convertible Capital Appreciation Bond converts to a bond which bears interest payable on each Bond Payment Date.

"Conversion Value" means the Accreted Value of a Convertible Capital Appreciation Bond as of its Conversion Date.

"Costs of Issuance" means all of the costs of issuing the Bonds, including, but not limited to, all printing and document preparation expenses in connection with this Resolution, the Bonds and any Official Statement pertaining to the Bonds and any and all other agreements, instruments, certificates or other documents prepared in connection therewith; financial advisory fees; underwriter's fees; rating agency fees; auditor's fees; CUSIP service bureau charges; legal fees and expenses of counsel with respect to the Bonds; the initial fees and expenses of the Paying Agent; fees for credit enhancement relating to the Bonds; and other fees and expenses incurred in connection with the issuance of the Bonds, to the extent such fees and expenses are approved by an Authorized Representative of the District.

"Costs of Issuance Fund" means the Beaumont Unified School District Election of 2008 General Obligation Bond Costs of Issuance Fund established pursuant to Section 17 of this Resolution.

"County" means the County of Riverside, California.

"Current Interest Bonds" means any Bonds the interest on which is payable on each Bond Payment Date specified for such Bond in the applicable Bond Purchase Contract.

"Date of Issuance" means as to each series of Bonds the date on which such series of the Bonds is delivered to the Underwriter thereof.

"Debt Service Fund" means the Beaumont Unified School District Election of 2008 General Obligation Bond Debt Service Fund established pursuant to Section 17 of this Resolution.

"Depository" means the securities depository acting as Depository pursuant to Section 15 hereof.

"District" means the Beaumont Unified School District.

"DTC" means The Depository Trust Company, New York, New York, a limited purpose trust company organized under the laws of the State of New York in its capacity as securities depository for the Bonds.

"Informational Services" means national information services that disseminate securities redemption notices; or, in accordance with then-current guidelines of the Securities and Exchange Commission, such other services providing information with respect to called bonds as the District may specify in a certificate to the County and the Paying Agent or as the Paying Agent may select.

"Maturity Value" means the Accreted Value of any Capital Appreciation Bond on its maturity date.

"Nominee" means the nominee of the Depository, which may be the Depository, as determined from time to time pursuant to Section 15 hereof.

"Official Statement" means the offering document to be delivered to investors with respect to a series of Bonds as described in Section 25 below.

"Outstanding," when used with reference to the Bonds, means, as of any date, Bonds theretofore issued or thereupon being issued under this Resolution except:

(a) Bonds canceled at or prior to such date;

(b) Bonds in lieu of or in substitution for which other Bonds shall have been delivered pursuant to Section 13 hereof; or

(c) Bonds for the payment or redemption of which funds or Federal Securities in the necessary amount shall have been set aside (whether on or prior to the maturity or redemption date of such Bonds), in accordance with Section 19 or 20 of this Resolution.

"Owner" means the registered owner of an Bond as set forth on the registration books maintained by the Paying Agent pursuant to Section 13 hereof.

"Participants" means those broker-dealers, banks and other financial institutions from time to time for which the Depository holds book-entry certificates as securities depository.

"Paying Agent" means Zions National Bank or any successor entity designated in accordance with Section 11 hereof to act in such capacity.

"Principal" or "Principal Amount" means, with respect to any Bond, the principal or principal amount thereof as specified in the Bond Purchase Contract for such Bond.

"Projects" shall have the meaning given to that term in Section 2 of this Resolution.

"Projects Costs" means all of the expenses of and incidental to the construction and/or acquisition of the Projects, including Costs of Issuance.

"Purchase Contract" means, as applicable, the Bond Purchase Contract or Tax Credit Purchase Contract executed for a series of Bonds in accordance with Section 4 or 5 of this Resolution.

"Qualified School Construction Bond" means any Bond issued under the Tax Credit Program from the District's Allocation.

"Rebate Fund" means the Beaumont Unified School District Election of 2008 General Obligation Bond Rebate Fund established pursuant to Section 17 of this Resolution.

"Record Date" means, with respect to any Bond on which current interest is being paid, the close of business on the fifteenth day of the month preceding each Bond Payment Date for such Bond.

"Redemption Date" means any date on which any Bond is subject to optional redemption or mandatory sinking fund redemption in accordance with Section 14 hereof.

"Resolution" means this Resolution adopted by the Board of Supervisors of the County on October 27, 2009.

"Securities Depositories" means The Depository Trust Company, 55 Water Street, New York, New York 10041, Facsimile transmission: (212) 785-9681, or such other securities depositories as are designated by the District or the Paying Agent and whose business is to perform the functions of a clearing agency with respect to exempted securities, as defined in Section 3(a)(12) of the Securities Exchange Act of 1934, and who is registered as a clearing agency under Section 17A of the Act.

"Supplemental Resolution" means any resolution supplemental to or amendatory of this Resolution, adopted by the County in accordance with Section 27 hereof.

"Tax Certificate" means the certificate by that name executed by the District on the Date of Issuance of a series of Bonds.

"Tax Credit Expiration Date" means the date required under the Tax Credit Program for the maturity or mandatory tender of the Qualified School Construction Bonds.

"Tax Credit Program" means the qualified tax credit bond program found in Section 54A of the Code.

"Tax-Exempt Bonds" means any Bonds which, as set forth in the related Tax Certificate for such Bonds, are issued as bonds the interest on which is excluded from gross income for federal income tax purposes.

"Term Bonds" means those Bonds for which mandatory sinking fund redemption dates have been established in the applicable Purchase Contract.

"Transfer Amount" shall mean, with respect to any Outstanding Current Interest Bond, the aggregate Principal Amount, with respect to any Outstanding Capital Appreciation Bond, the Maturity Amount, with respect to any Outstanding Convertible Capital Appreciation Bond, its Conversion Amount and, with respect to any Qualified School Construction Bond, its Principal Amount.

"Treasurer" means the Treasurer and Tax Collector of the County and such other persons as may be designated by the Treasurer and Tax Collector to act on his behalf.

"Underwriter" means Piper Jaffray & Co. .

Section 8. Terms of the Bonds.

(a) The Bonds entitled to the benefit, protection and security of this Resolution are hereby authorized in an aggregate Principal Amount not to exceed $37,000,000. Such Bonds shall be general obligation bonds of the District, payable as to Principal, premium, if any, and interest from *ad valorem* taxes to be levied upon all of the taxable property in the District. The Bonds shall be designated "Beaumont Unified School District, Riverside County, California, Election of 2008 General Obligation Bonds Series __," with each series of Bonds to be lettered sequentially beginning with the letter subsequent to the last series of Bonds issued under the Measure Z authorization. The Bonds may be issued as Current Interest Bonds and/or Capital Appreciation Bonds and/or Convertible Capital Appreciation Bonds and/or Qualified School Construction Bonds as set forth in each Purchase Contract, subject to the provisions of this Resolution.

(b) The Bonds shall be issued as bonds registered as to both principal and interest and unless otherwise specified in the applicable Purchase Contract, in the denominations of, with respect to the Current Interest Bonds, $5,000 Principal Amount, or any integral multiple thereof, with respect to the Capital Appreciation Bonds, $5,000 Maturity Value, or any integral multiple thereof, with respect to Convertible Capital Appreciation Bonds, $5,000 Conversion Value, or any integral multiple thereof and, with respect to the Qualified School Construction Bonds, in the Principal Amount authorized in the QSCB Paying Agent Agreement, or any integral multiple thereof; provided that one Capital Appreciation Bond may be issued in an odd Maturity Value and one Current Interest Bond may be issued in a denomination in excess of $5,000 that is not an integral multiple thereof.

(c) The Current Interest Bonds shall mature in the years and be issued in the Principal Amounts as set forth in the applicable Purchase Contract. Each Current Interest Bond shall be dated as set forth in the Purchase Contract and shall bear interest at the applicable interest rate set forth in the Purchase Contract from the Bond Payment Date next preceding the date of authentication thereof unless it is authenticated as of a day during the period from the 16th day of the month next preceding any Bond Payment Date to that Bond Payment Date, inclusive, in which event it shall bear interest from such Bond Payment Date, or unless it is authenticated on or before the first Record Date, in which event it shall bear interest from its dated date; provided, however, that, if at the time of registration of any Current Interest Bond interest with respect thereto is in default, interest with respect thereto shall be payable from the Bond Payment Date to which interest has previously been paid or made available for payment.

(d) Each Capital Appreciation Bond shall be dated, and shall accrete interest equal to the Accreted Interest for such Bond from, its Date of Issuance. Capital Appreciation Bonds will not bear interest payable on a current basis. The Capital Appreciation Bonds shall be issued in

fully registered form, shall mature in the years and shall be issued in the aggregate Principal Amounts set forth in the applicable Purchase Contract and shall accrete interest at the rate or rates and shall have Principal Amounts per each five thousand dollars ($5,000) in Maturity Value as shown in the Accreted Value Table contained in Appendix A to the applicable Purchase Contract; provided, that in the event that the amount shown in such Accreted Value Table and the Accreted Value calculated by the County or the Paying Agent by application of the definition of Accreted Value set forth in this Section 8 differ, the latter amount shall be the Accreted Value of such Capital Appreciation Bond.

(e) Each Convertible Capital Appreciation Bond shall be dated, and shall accrete interest equal to the Accreted Interest for such Bond from, its Date of Issuance to its Conversion Date and during such period no interest shall be payable on a current basis. From and after its Conversion Date, each Convertible Capital Appreciation Bond will bear interest payable on a current basis on the Conversion Value thereof on each Bond Payment Date at the interest rate set forth in the applicable Purchase Contract for such Bond. The Convertible Capital Appreciation Bonds shall be issued in fully registered form, shall mature in the years and shall be issued in the aggregate Principal Amounts set forth in the applicable Purchase Contract and shall accrete interest at the rate or rates and shall have Principal Amounts per each five thousand dollars ($5,000) in Conversion Value as shown in the Accreted Value Table contained in Appendix A to the applicable Purchase Contract; provided that, in the event that the amount shown in such Accreted Value Table and the Accreted Value calculated by the County or the Paying Agent by application of the definition of Accreted Value set forth in this Section 8 differ, the latter amount shall be the Accreted Value of such Convertible Capital Appreciation Bond.

(f) The Qualified School Construction Bonds shall mature on the date, in each of the years, in the principal amounts and in the aggregate principal amount as shall be set forth in the applicable QSCB Paying Agent Agreement; provided that each Qualified School Construction Bond shall mature or be subject to mandatory tender not later than the Tax Credit Expiration Date required under the Tax Credit Program. To the extent that the Bonds are issued as Qualified School Construction Bonds, such Bonds shall have, in addition to any applicable terms and provisions herein, such additional terms and provisions as may be set forth in the related Tax Credit Purchase Contract or QSCB Paying Agent Agreement.

(g) With respect to any of the Bonds issued as "Build America Bonds" for purposes of the American Recovery and Reinvestment Act of 2009 (the "Recovery Act") signed into law on February 17, 2009, the District expects to receive a cash subsidy payment from the United States Treasury equal to 35% of the interest payable on any Bonds issued pursuant to the Recovery Act on or about each Bond Payment Date. Prior to the issuance of any Build America Bonds, the District will authorize the Paying Agent to, and the Paying Agent shall, prior to each Bond Payment Date, submit to the United States Treasury a subsidy reimbursement request in accordance with applicable Federal regulations. Upon receipt of such subsidy, the District shall deposit or cause to be deposited any such cash subsidy payments into the Debt Service Fund.

Section 9. **Execution**. The Bonds, other than the Qualified School Construction Bonds, shall be in substantially the forms set forth in Exhibit C hereto. The Qualified School Construction Bonds shall be in substantially the form set forth in the applicable QSCB Paying Agent Agreement. The Bonds shall be signed by the Chairman of the Board and the Treasurer, or a deputy of the Treasurer, by their manual or facsimile signatures and countersigned by the manual or facsimile signature of the Clerk of the Board, or by an authorized deputy, all in their official capacities. The

County's seal (or a facsimile thereof) may be impressed, imprinted, engraved or otherwise reproduced on each Bond. In case any one or more of the officers who shall have signed or sealed any of the Bonds shall cease to be such officer before the Bonds so signed and sealed shall have been issued by the County on behalf of the District, such Bonds may, nevertheless, be issued, as herein provided, as if the persons who signed or sealed such Bonds had not ceased to hold such offices. No Bond shall be valid or obligatory for any purpose or shall be entitled to any security or benefit under this Resolution unless and until the certificate of authentication printed on the Bond is signed by the Paying Agent as authenticating agent. Authentication by the Paying Agent shall be conclusive evidence that the Bond so authenticated has been duly issued, signed and delivered under this Resolution and is entitled to the security and benefit of this Resolution.

Section 10. Appointment of Paying Agent.

(a) This Board does hereby consent to and confirm the appointment of Zions National Bank to act as the authenticating agent, bond registrar, transfer agent and paying agent (collectively, the "Paying Agent") for the Bonds. All fees and expenses incurred for services of the Paying Agent shall be the sole responsibility of the District.

(b) Unless otherwise provided, the office of the Paying Agent designated by the Paying Agent shall be the place for the payment of Principal of, premium, if any, and interest on the Bonds.

(c) The Paying Agent, upon receipt of any notice, resolution, request, consent, order, certificate, report, opinion, bond or other paper or document furnished to it pursuant to any provision of this Resolution, shall examine such instrument to determine whether it conforms to the requirements of this Resolution and shall be protected in acting upon any such instrument believed by it to be genuine and to have been signed or presented by the proper party or parties. The Paying Agent may consult with counsel, who may or may not be counsel to the District, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it under this Resolution in good faith and in accordance therewith.

(d) The District shall pay to the Paying Agent from time to time reasonable compensation for all services rendered under this Resolution, and also all reasonable expenses, charges, counsel fees and other disbursements, including those of its attorneys, agents and employees, incurred in and about the performance of their powers and duties under this Resolution. In no event shall the County be required to expend its own funds hereunder.

Section 11. Resignation or Removal of Paying Agent and Appointment of Successor.

(a) The Paying Agent may at any time resign and be discharged of the duties and obligations created by this Resolution by giving at least 60 days' written notice to the District and the County. The Paying Agent may be removed at any time by an instrument filed with such Paying Agent and the County and signed by the District. A successor Paying Agent shall be appointed by the District with the written consent of the Treasurer, which consent shall not be unreasonably withheld, and, if not the Treasurer, shall be a bank or trust company organized under the laws of any state of the United States, a national banking association or any other financial institution, having capital stock and surplus aggregating at least $50,000,000 and doing business in the State of California and willing and able to accept the office on reasonable and customary terms and authorized by law to perform all the duties imposed upon it by this Resolution. Such Paying Agent

shall signify the acceptance of its duties and obligations hereunder by executing and delivering to the County and the District a written acceptance thereof. Resignation or removal of the Paying Agent shall be effective upon appointment and acceptance of a successor Paying Agent.

(b) In the event of the resignation or removal of the Paying Agent, such Paying Agent shall pay over, assign and deliver any moneys held by it as Paying Agent to its successor, or, if there is no successor, to the Treasurer. In the event that for any reason there shall be a vacancy in the office of the Paying Agent, the Treasurer shall act as such Paying Agent. The County shall cause the new Paying Agent appointed to replace any resigned or removed Paying Agent to mail notice of its appointment and the address of its principal office to all registered Owners.

Section 12. Payment of Principal and Interest. The Principal of and interest on the Bonds shall be payable in lawful money of the United States of America without deduction for the services of the Paying Agent as paying agent. Principal of the Current Interest Bonds and the Qualified School Construction Bonds, the Conversion Value of the Convertible Capital Appreciation Bonds and the Maturity Value of the Capital Appreciation Bonds shall be payable when due upon presentation and surrender of the Bonds at the office of the Paying Agent which has been designated by the Paying Agent for purposes of paying Principal of the Current Interest Bonds and the Qualified School Construction Bonds, the Conversion Value of the Convertible Capital Appreciation Bonds and Maturity Value of the Capital Appreciation Bonds on the Bonds. Any interest due on Current Interest Bonds and interest due on the Convertible Capital Appreciation Bonds after the Conversion Date shall be paid on each Bond Payment Date by check mailed by first class mail to the person in whose name the Bond was registered, and to that person's address appearing on the Bond Register (as described in Section 13 below) at the close of business on the Record Date. The Owner of an aggregate Principal Amount of $1,000,000 or more of Bonds bearing interest on a current basis may request in writing to the Paying Agent that such Owner be paid interest by wire transfer to the bank and account number on file with the Paying Agent as of any Record Date. Interest due on the Qualified School Construction Bonds shall be paid in accordance with the applicable QSCB Paying Agent Agreement.

Payments of Principal, Maturity Value, Conversion Value and redemption premiums, if any, with respect to the Bonds shall be payable at maturity or redemption upon surrender at the principal office of the Paying Agent. The Paying Agent is hereby authorized to pay the Bonds when duly presented for payment at maturity or redemption, and to cancel all Bonds which have matured or been redeemed upon payment thereof.

No current interest shall be payable to an Owner of a Capital Appreciation Bond; however, during the period Capital Appreciation Bonds are outstanding, interest will accrete on the Capital Appreciation Bonds to an amount equal to the Maturity Value. No payment of interest will be made to the Owner of the Convertible Capital Appreciation Bonds on the Conversion Date. Interest shall be paid on the first Bond Payment Date after the Conversion Date based upon the Conversion Value of the Convertible Capital Appreciation Bonds on the Conversion Date.

The Bonds are general obligation bonds of the District and do not constitute an obligation of the County. No part of any fund of the County is pledged or obligated to the payment of the Bonds.

Section 13. Bond Registration and Transfer. So long as any of the Bonds remain Outstanding, the District will cause the Paying Agent to maintain and keep at its principal office all

books and records necessary for the registration, exchange and transfer of the Bonds as provided in this Section.

Subject to the provisions of Section 14 below, the person in whose name a Bond is registered on the Bond Register shall be regarded as the absolute owner of that Bond for all purposes of this Resolution. Payment of or on account of the Principal of and interest on any Bond shall be made only to or upon the order of that person; neither the District, the County nor the Paying Agent shall be affected by any notice to the contrary, but the registration may be changed as provided in this Section. All such payments shall be valid and effectual to satisfy and discharge the District's liability upon the Bonds, including interest, to the extent of the amount or amounts so paid.

Any Bond may be exchanged for Bonds of like series, tenor, maturity and Transfer Amount upon presentation and surrender at the office of the Paying Agent designated for such purpose, together with a request for exchange signed by the registered Owner or by a person legally empowered to do so in a form satisfactory to the Paying Agent. A Bond may be transferred only on the Bond Register by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Bond for cancellation at the office of the Paying Agent designated for such purpose, accompanied by delivery of a written instrument of transfer in a form approved by the Paying Agent, duly executed. Upon exchange or transfer, the Paying Agent shall register, authenticate and deliver a new Bond or Bonds of like series, tenor and of any authorized denomination or denominations requested by the Owner equal to the Transfer Amount of the Bond surrendered and bearing or accreting interest at the same rate and maturing on the same date. Capital Appreciation Bonds, Convertible Capital Appreciation Bonds, Current Interest Bonds and Qualified School Construction Bonds may not be exchanged for one another.

If manual signatures on behalf of the County are required, the Paying Agent shall undertake the exchange or transfer of Bonds only after the new Bonds are signed by the authorized officers of the County. In all cases of exchanged or transferred Bonds, the County shall sign and the Paying Agent shall authenticate and deliver Bonds in accordance with the provisions of this Resolution. All fees and costs of transfer shall be paid by the transferor. Those charges may be required to be paid before the procedure is begun for the exchange or transfer. All Bonds issued upon any exchange or transfer shall be valid obligations of the District, evidencing the same debt, and entitled to the same security and benefit under this Resolution as the Bonds surrendered upon that exchange or transfer.

Any Bond surrendered to the Paying Agent for payment, retirement, exchange, replacement or transfer shall be cancelled by the Paying Agent. The District and the County may at any time deliver to the Paying Agent for cancellation any previously authenticated and delivered Bonds that the District and the County may have acquired in any manner whatsoever, and those Bonds shall be promptly cancelled by the Paying Agent. Written reports of the surrender and cancellation of Bonds shall be made to the District and the County by the Paying Agent at least twice each calendar year. The cancelled Bonds shall be retained for a period of time and then returned to the District or destroyed by the Paying Agent as directed by the District.

Neither the District, the County nor the Paying Agent will be required (a) to issue or transfer any Bonds during a period beginning with the opening of business on the 15th business day next preceding either any Bond Payment Date or any date of selection of Bonds to be redeemed and ending with the close of business on the Bond Payment Date or day on which the applicable notice of redemption is given or (b) to transfer any Bonds which have been selected or called for redemption in whole or in part.

In case any Bond secured hereby shall become mutilated or destroyed, stolen or lost, the Paying Agent shall cause to be executed and authenticated a new Bond of like series, date and tenor in exchange and substitution for and upon the cancellation of such mutilated Bond or in lieu of and in substitution for such Bond mutilated, destroyed, stolen or lost, upon the Owner's paying the reasonable expenses and charges in connection therewith, and, in the case of an Bond destroyed, stolen or lost, such Owner's filing with the Paying Agent and the County of evidence satisfactory to them that such Bond was destroyed, stolen or lost, and/or such Owner's ownership thereof in furnishing the Paying Agent and County with indemnity satisfactory to each of them.

Any new Bonds issued pursuant to this Section 13 in substitution for Bonds alleged to be destroyed, stolen or lost shall constitute original additional contractual obligations on the part of the District, whether or not the Bonds so alleged to be destroyed, stolen or lost are at any time enforceable by anyone, and shall be equally secured by and entitled to equal and proportionate benefits with all other Bonds issued under this Resolution in any moneys or securities held by the Paying Agent for the benefit of the Owners of the Bonds.

Section 14. Redemption and Tender.

(a) Terms of Redemption. The Bonds shall be subject to redemption prior to maturity as provided in the applicable Purchase Contract for such Bonds. A Purchase Contract may provide that the Bonds issued thereunder shall not be subject to optional redemption, and may provide separate and distinct redemption provisions for the Current Interest Bonds, Capital Appreciation Bonds and Convertible Capital Appreciation Bonds.

The Bonds, if any, which are designated in the related Purchase Contract as Term Bonds, with appropriate series designation, shall be subject to redemption prior to their stated maturity dates, without a redemption premium, in part by lot, from mandatory sinking fund payments in the amounts and in accordance with the terms to be specified in the related Purchase Contract. The principal amount of each mandatory sinking fund payment of any maturity shall be reduced proportionately by the amount of any Bonds of that maturity optionally redeemed prior to the mandatory sinking fund payment date and allocated by the District to such sinking fund payment, or as otherwise directed by the District. The Purchase Contract may provide that some or all of the Bonds shall not be subject to mandatory sinking fund redemption.

The Auditor-Controller of the County is hereby authorized to create such sinking funds or accounts for the Term Bonds as shall be necessary to accomplish the purposes of this Section.

(b) Selection of Bonds for Redemption. Whenever provision is made in this Resolution and the related Purchase Contract for the redemption of Bonds and less than all Outstanding Bonds are to be redeemed, the Paying Agent, upon written instruction from an Authorized Officer of the District, shall select Bonds for redemption from such maturity or maturities in accordance with such written instructions. Within a maturity, the Paying Agent shall select Bonds for redemption in such manner as directed by the District or if not so directed then by lot. Redemption by lot shall be in such manner as the Paying Agent shall determine; provided, however, that the portion of any Current Interest Bond to be redeemed in part shall be in the Principal Amount of $5,000 or any integral multiple thereof and the portion of any Convertible Capital Appreciation Bond to be redeemed in part shall be in integral multiples of the Accreted Value per $5,000 Conversion Value of such Convertible Capital Appreciation Bond the portion of any Capital

Appreciation Bond to be redeemed in part shall be in integral multiples of the Accreted Value per $5,000 Maturity Value of such Capital Appreciation Bond.

(c) Notice of Redemption. When redemption of any Bond is to be made pursuant to Section 14(a) hereof, the Paying Agent shall give notice (a "Redemption Notice") of the redemption of the Bonds by first class mail, postage prepaid to each Owner of the Bonds at the addresses appearing on the Bond Register at least 30 but not more than 60 days prior to the Redemption Date. Such Redemption Notice shall specify: (a) the Bonds or designated portions thereof (in the case of redemption of the Bonds in part but not in whole) which are to be redeemed, (b) the date of redemption, (c) the place or places where the redemption will be made, including the name and address of the Paying Agent, (d) the redemption price, (e) the CUSIP numbers (if any) assigned to the Bonds to be redeemed, (f) the numbers of the Bonds to be redeemed in whole or in part and, in the case of any Bond to be redeemed in part only, the Principal Amount or Accreted Value, as applicable, of such Bond to be redeemed, and (g) the original issue date, interest rate and stated maturity date of each Bond to be redeemed in whole or in part. Such Redemption Notice shall further state that on the specified Redemption Date there shall become due and payable upon each Bond or portion thereof being redeemed the Principal Amount thereof and applicable premium, if any, together with the interest accreted to the Redemption Date in the case of the Convertible Capital Appreciation Bonds and the Capital Appreciation Bonds, and that from and after such Redemption Date, interest with respect thereto shall cease to accrue or accrete in value.

In case of the redemption as permitted herein of all the Bonds of any one maturity then Outstanding, notice of redemption shall be given by mailing as herein provided, except that the Redemption Notice need not specify the serial numbers of the Bonds of such maturity.

Any Redemption Notice for an optional redemption of the Bonds delivered in accordance with this Section 14(c) may be conditional, and, if any condition stated in the Redemption Notice shall not have been satisfied on or prior to the redemption date: (i) the Redemption Notice shall be of no force and effect, (ii) the District shall not be required to redeem such Bonds, (iii) the redemption shall not be made, and (iv) the Paying Agent shall within a reasonable time thereafter give notice to the persons in the manner in which the conditional Redemption Notice was given that such condition or conditions were not met and that the redemption was canceled.

Neither failure to receive nor any defect in any such Redemption Notice so given shall affect the sufficiency of the proceedings for the redemption of the affected Bonds.

(d) Additional Notice. In addition to the Redemption Notice given pursuant to Section 14(c), further notice shall be given by the Paying Agent as set out below, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as above prescribed. Each further notice of redemption shall be sent at least thirty (30) days before the Redemption Date by registered or certified mail or overnight delivery service to each of the Securities Depositories which are then in the business of holding substantial amounts of obligations of types comprising the Bonds and to one or more of the Informational Services that disseminate notice of redemption of obligations similar to the Bonds or, in accordance with the then-current guidelines of the Securities and Exchange Commission, such other securities depositories and services providing information on called bonds, or such securities depositories and services, as the District may designate in a certificate delivered to the Paying Agent.

(e) CUSIP Numbers. Upon the payment of the redemption price of Bonds being redeemed, each check or other transfer of funds issued for such purpose shall bear the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

(f) Payment of Redeemed Bonds. When notice of redemption has been given substantially as provided for herein, and, when the amount necessary for the redemption of the Bonds called for redemption is set aside for that purpose in the Debt Service Fund, as provided herein, the Bonds designated for redemption shall become due and payable on the date fixed for redemption thereof and upon presentation and surrender of said Bonds at the place specified in the notice of redemption with the form of assignment endorsed thereon executed in blank, said Bonds shall be redeemed and paid at the redemption price out of the Debt Service Fund.

(g) Partial Redemption of Bonds. Upon the surrender of any Bond redeemed in part only, the Paying Agent shall execute and deliver to the Owner thereof a new Bond or Bonds of like series, tenor and maturity and of authorized denominations equal in Transfer Amount to the unredeemed portion of the Bond surrendered. Such partial redemption shall be valid upon payment of the amount required to be paid to such Owner, and the County and the District shall be released and discharged thereupon from all liability to the extent of such payment.

(h) Effect of Notice of Redemption. If on such Redemption Date, money for the redemption of the Bonds to be redeemed as provided in Section 14 hereof, together with interest to such Redemption Date, shall be held by the Paying Agent so as to be available therefor on such Redemption Date, and if notice of redemption thereof shall have been given as aforesaid, then from and after such Redemption Date, interest with respect to the Bonds to be redeemed shall cease to accrue or accrete and become payable.

(i) Bonds No Longer Outstanding. When any Bonds (or portions thereof), which have been duly called for redemption prior to maturity under the provisions of this Resolution, or with respect to which irrevocable instructions to call for redemption prior to maturity at the earliest Redemption Date have been given to the Paying Agent, in form satisfactory to it, and sufficient moneys shall be held by the Paying Agent irrevocably in trust for the payment of the redemption price of such Bonds or portions thereof, and, in the case of Bonds then bearing interest on a current basis, accrued interest with respect thereto to the date fixed for redemption, all as provided in this Resolution, then such Bonds shall no longer be deemed Outstanding and shall be surrendered to the Paying Agent for cancellation.

(j) Redemption and Tender of Qualified School Construction Bonds. Except as set forth in this Section 14(j), the provisions of Section 14 are not applicable to the Qualified School Construction Bonds. The Qualified School Construction Bonds may be subject to redemption and mandatory tender for purchase prior to maturity as set forth in the Tax Credit Purchase Contract or the QSCB Paying Agent Agreement, subject to the requirements of the Tax Credit Program. The Auditor-Controller of the County is hereby authorized to create such bond purchase funds or accounts for the Qualified School Construction Bonds as shall be necessary to accomplish the purposes of this Section.

Section 15. Book-Entry System.

(a) The Bonds shall be initially executed and delivered in the form of a single, fully registered Bond for each maturity in each series (which may be typewritten). Upon initial execution and delivery, as provided for herein, the ownership of such Bond shall be registered in the Bond Register in the name of the Depository or its nominee (the "Nominee"), and its successors and assigns. Except as hereinafter provided, all of the outstanding Bonds shall be registered in the Bond Register in the name of the Nominee of the Depository, which may be the Depository, as determined from time to time pursuant to this Section. Each Bond certificate shall bear a legend substantially to the following effect: "UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY (AS DEFINED IN THE RESOLUTION) TO THE BOND REGISTRAR FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY BOND ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN."

With respect to the Bonds registered in the Bond Register in the name of the Nominee, neither the District, the County nor the Paying Agent shall have any responsibility or obligation to any broker-dealers, banks and other financial institutions from time to time for which the Depository holds Bonds as securities depository (the "Participant") or to any person on behalf of which such a Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, neither the District, the County nor the Paying Agent shall have any responsibility or obligation (unless the District is at such time the Depository) with respect to (i) the accuracy of the records of the Depository, the Nominee, or any Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any Participant or any other person, other than an Owner of an Bond as shown in the Bond Register, of any notice with respect to the Bonds, including any notice of redemption, (iii) the selection by the Depository and its Participants of the beneficial interests in the Bonds to be redeemed in the event the District redeems the Bonds in part, or (iv) the payment to any Participant or any other person, other than an Owner of an Bond as shown in the Bond Register, of any amount with respect to Accreted Value, Principal of or interest on the Bonds. The District and the Paying Agent may treat and consider the person in whose name each Bond is registered in the Bond Register as the holder and absolute Owner of such Bond for the purpose of the payment of Accreted Value, Principal and interest with respect to such Bond, for the purpose of giving notices of redemption, if applicable, and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Paying Agent shall pay all Accreted Value, Principal of and interest on the Bonds only to or upon the order of the respective Owner of the Bond, as shown in the Bond Register, or his respective attorney duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to payment of Accreted Value, Principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than an Owner of an Bond, as shown in the Bond Register, shall receive an Bond evidencing the obligation of the District to make payments of Accreted Value, Principal and interest. Upon delivery by the Depository to the Owners of the Bonds, and the District of written notice to the effect that the Depository has determined to substitute a new nominee in place of the Nominee, and subject to the provisions herein with respect to Record Dates, the word Nominee in this Resolution shall refer to such nominee of the Depository.

(b) In order to qualify the Bonds for the Depository's book-entry system, the District has executed and delivered to the Depository a Representation Letter. The execution and delivery of the Representation Letter shall not in any way limit the provisions of this Section or in any other way impose upon the District any obligation whatsoever with respect to persons having interests in the Bonds other than the owners of the Bonds, as shown on the Bond Register. In addition, to the execution and delivery of the Representation Letter, the District shall take such other actions, not inconsistent with this Resolution, as are reasonably necessary to qualify the Bonds for the Depository's book-entry program.

(c) If at any time the Depository notifies the County and the District that it is unwilling or unable to continue as Depository with respect to the Bonds or if at any time the Depository shall no longer be registered or in good standing under the Securities Exchange Act or other applicable statute or regulation and a successor Depository is not appointed by the Treasurer within 90 days after the County and the District receive notice or become aware of such condition, as the case may be, subsection (a) hereof shall no longer be applicable and the Treasurer shall issue bonds representing the Bonds as provided below. In addition, the County and the District may determine at any time that the Bonds shall no longer be represented by book-entry securities and that the provisions of subsection (a) hereof shall no longer apply to the Bonds. In any such event, the Treasurer shall execute and deliver certificates representing the Bonds as provided below. Bonds issued in exchange for book-entry securities pursuant to this subsection (c) shall be registered in such names and delivered in such denominations as the Depository shall instruct the County and the District. The Treasurer shall deliver such bonds representing the Bonds to the persons in whose names such Bonds are so registered.

If the County and the District determine to replace the Depository with another qualified securities depository, the County and the District shall prepare or cause to be prepared new fully-registered book-entry securities for each of the maturities of the Bonds, registered in the name of such successor or substitute securities depository or its nominee, or make such other arrangements as are acceptable to the County, the District and such securities depository and not inconsistent with the terms of this Resolution.

Notwithstanding any other provisions of this Resolution to the contrary, so long as any Bond is registered in the name of the Nominee, all payments with respect to Principal of, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, as provided in the Representation Letter or as otherwise instructed by the Depository and acceptable to the District.

(d) The initial Depository under this Section shall be The Depository Trust Company, New York, New York ("DTC"). The initial Nominee shall be Cede & Co., as Nominee of DTC.

Section 16. **Forms of Bonds**. The Bonds shall be in substantially the forms as shown in Exhibit C hereto; provided, however, that those officials executing the Bonds are hereby authorized to make the insertions and deletions necessary to conform the Bonds to this Resolution, the applicable Purchase Contract and the Official Statement and to correct any defect or inconsistent provision therein or to cure any ambiguity or omission therein.

Section 17. Deposit of Proceeds of Bonds; Creation of Funds.

(a) Following the sale of a series of Bonds, the proper officials of the County shall cause the related Bonds to be prepared, signed and delivered to DTC for credit to the account of the Underwriter for such series upon payment by the Underwriter of the purchase price of such Bonds in immediately available funds.

(b) The proceeds from the sale of the Bonds, to the extent of the Principal amount thereof payable to the County under the terms of the Purchase Contract, shall be paid to the County to the credit of the fund hereby created and established and to be known as the "Beaumont Unified School District Election of 2008 General Obligation Bond Building Fund" (the "Building Fund") of the District, which shall be kept separate and distinct from all other District and County funds. Such proceeds shall be used solely for the purpose for which the Bonds are being issued and shall be applied solely to authorized purposes which relate to the Projects. Any amounts that remain in the Building Fund at the completion of the Projects, at the written direction of an Authorized Representative of the District, shall be transferred to the Debt Service Fund to be used to pay the Principal of, premium, if any, and interest on the Bonds, subject to any conditions set forth in any Tax Certificate.

(c) All premium received by the County from the sale of the Bonds, if any, and any accrued interest on the Bonds shall be kept separate and apart in the fund hereby created and established and to be designated as the "Beaumont Unified School District Election of 2008 General Obligation Bond Debt Service Fund" (the "Debt Service Fund") for the Bonds. Amounts in the Debt Service Fund shall be used only for payments of Principal, premium, if any, and interest, including Accreted Interest, on the Bonds on each Bond Payment Date and Redemption Date. All ad valorem taxes levied for the purposes described in Section 18 hereof shall be deposited upon collection by the County into the Debt Service Fund and used for the payment of the Principal of, premium, if any, and interest, including Accreted Interest, on the Bonds on each Bond Payment Date and Redemption Date. On the Business Day immediately preceding each Bond Payment Date and Redemption Date, the District shall transfer or cause to be transferred from the Debt Service Fund to the Paying Agent, an amount, in immediately available funds, sufficient to pay all the Principal of, premium, if any, and interest, including Accreted Interest, on the Bonds (collectively, the "Debt Service") on such Bond Payment Date or Redemption Date, as applicable. Debt Service on the Bonds shall be paid by the Paying Agent in the manner provided by law for the payment of Debt Service. If, after payment in full of the Bonds, there remain excess proceeds in the Debt Service Fund, any such excess amounts shall be transferred to the General Fund of the District.

(d) There is hereby created and established a "Beaumont Unified School District Election of 2008 General Obligation Bond Rebate Fund" (the "Rebate Fund"). The County shall from time to time receive funds from the District for deposit into the Rebate Fund as required to enable the District to comply with the requirements of Section 148(f) of the Code. The District shall instruct the County, in writing, as to the method of investing funds held in the Rebate Fund and disbursing such funds to the United States Treasury. The County agrees to comply with such instructions of the District. Any money remaining in the Rebate Fund after the payment in full of the Bonds, either at maturity or earlier redemption, and the payment to the United States Treasury of any amounts required pursuant to Section 148(f) of the Code, and any regulations thereunder, shall be transferred to the Building Fund, or if the Building Fund is not then in existence, shall be transferred to the General Fund of the District. The County shall have no liability or obligation with respect to

the required deposits to or disbursements from the Rebate Fund, which shall remain the sole responsibility of the District.

(e) There shall hereby be created and established the "Beaumont Unified School District Election of 2008 General Obligation Bond Costs of Issuance Fund" (the "Costs of Issuance Fund") which shall be accounted for separately and distinctly from all other District and County funds and accounts. Upon direction from an Authorized Representative of the District following the issuance of a series of Bonds, the Treasurer shall transfer from the Building Fund and deposit in the Costs of Issuance Fund an amount not to exceed two percent (2.0%) of the initial principal amount of such series of the Bonds. Monies held in the Costs of Issuance Fund shall be applied, upon direction from an Authorized Representative of the District, solely to pay Costs of Issuance. Upon direction from an Authorized Representative of the District amounts held in the Costs of Issuance Fund shall be transferred from the Costs of Issuance Fund and deposited in the Building Fund.

(f) Interest earned on the investment of monies held in the Debt Service Fund shall be retained in the Debt Service Fund, interest earned on the investment of monies held in the Building Fund shall be retained in the Building Fund, interest earned on the investment of moneys in the Costs of Issuance Fund shall be transferred and credited to the Building Fund, and interest earned in the investments in the Rebate Fund shall be retained in the Rebate Fund.

(g) If at any time it is deemed necessary or desirable by the District, upon the written direction of an Authorized Representative of the District, the County may establish additional funds under this Resolution and/or accounts within any of the funds or accounts established hereunder.

Section 18. **Security for the Bonds; Tax Levy**. There shall be levied on all the taxable property in the District, in addition to all other taxes, a continuing direct *ad valorem* tax annually during the period the Bonds are Outstanding in an amount sufficient, together with moneys on deposit in the Debt Service Fund available for such purpose, to pay the Principal of, premium, if any, and interest, including Accreted Interest, on the Bonds when due. The Board hereby covenants to levy *ad valorem* taxes for the payment of the Bonds on all property in the District subject to taxation by the County without limitation as to rate or amount (except certain personal property which is taxable at limited rates). The taxes collected for the Bonds will be placed in the Debt Service Fund of the District, which taxes, together with the amounts on deposit in the Debt Service Fund, are irrevocably pledged for the payment of the Principal of, premium, if any, and interest, including Accreted Interest, on the Bonds when and as due. The Bonds are the general obligation bonds of the District and do not constitute an obligation of the County. No part of any fund or account of the County is pledged or obligated to the payment of the Bonds or the interest thereon.

Section 19. **Defeasance**. The Bonds may be defeased, in whole, prior to maturity in the following ways:

(a) by well and truly paying or causing to be paid the Principal, Accreted Value, premium, if any, and interest on all Bonds Outstanding, and when the same become due and payable;

(b) by irrevocably depositing with the County or a bank or trust company appointed by the County or the District in escrow an amount of cash which together with amounts then on deposit in the Debt Service Fund, is sufficient to pay all Bonds Outstanding, including all Principal, premium, if any, Accreted Value and interest; or

(c) by irrevocably depositing with the County or a bank or trust company appointed by the County or the District in escrow noncallable United States Obligations (defined below), together with cash, if required, in such amount as will, in the opinion of an independent certified public accountant, together with interest to accrue thereon and moneys then on deposit in the Debt Service Fund together with the interest to accrue thereon, be fully sufficient to pay and discharge all the Bonds Outstanding, including all Principal, premium, if any, Accreted Value and interest due with respect thereto at or before their maturity date or applicable redemption date;

then, notwithstanding that any Bonds shall not have been surrendered for payment, all obligations of the District, the County and the Paying Agent with respect to all Outstanding Bonds shall cease and terminate, except only the obligation of the County and the Paying Agent to pay or cause to be paid from funds deposited pursuant to paragraphs (a), (b) or (c) of this Section, to the owners of the Bonds not so surrendered and paid, all sums due with respect thereto and the obligations of the County with respect to the Rebate Fund in accordance with Section 17 hereof.

For purposes of this Section and Section 18, "United States Obligations" shall mean:

Direct and general obligations of the United States of America, or obligations that are unconditionally guaranteed as to principal and interest by the United States of America, including (in the case of direct and general obligations of the United States of America) evidence of direct ownership or proportionate interests in future interest or principal payments of such obligations. Investments in such proportionate interests must be limited to circumstances wherein (a) a bank or trust company acts as custodian and holds the underlying United States Obligations; (b) the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor of the underlying United States Obligations; and (c) the underlying United States Obligations are held in a special account, segregated from the custodian's general assets, and are not available to satisfy any claims of the custodian, any person claiming through the custodian, or any person to whom the custodian may be obligated; provided that such obligations are rated "AAA" by Standard & Poor's and "Aaa" by Moody's Investors Service.

Section 20. **Partial Defeasance.** Any portion of the Outstanding maturities of a series of the Bonds may be defeased prior to maturity in the following ways:

(a) by irrevocably depositing with the County, or a bank or trust company appointed by the County or the District, in escrow, an amount of cash which, together with amounts then on deposit in the Debt Service Fund, is sufficient to pay the designated Outstanding maturities of Bonds, including all Principal, Accreted Value, interest and premium, if any; or

(b) by irrevocably depositing with the County, or a bank or trust company appointed by the County or the District, in escrow, noncallable United States Obligations, together with cash, if required, in such amount as will, in the opinion of an independent certified public accountant, together with interest to accrue thereon, be fully sufficient to pay and discharge the designated Outstanding maturities of Bonds (including all Principal, Accreted Value, interest and premium, if any, at or before their maturity date);

then, notwithstanding that any of such designated maturities of Bonds shall not have been surrendered for payment, all obligations of the District and the County with respect to such Outstanding maturities of Bonds shall cease and terminate, except only the obligation of the County and the Paying Agent to pay or cause to be paid from funds deposited pursuant to paragraphs (a) or

(b) of this Section, to the Owners of the Bonds of such maturities defeased and not so surrendered and paid, all sums due with respect thereto.

For purposes of this Section, United States Obligations shall have the same meaning as set forth in Section 19 hereof.

Section 21. **Continuing Disclosure.** The District has covenanted and agreed that it will comply with and carry out all of the provisions of each Continuing Disclosure Certificate. Any Owner may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under a Continuing Disclosure Certificate. The failure of the District to comply with a Continuing Disclosure Certificate shall not constitute a default hereunder nor shall any Owner be permitted to monetary damages for failure of the District to comply.

Section 22. **Tax Covenants of the District.** The District has covenanted for and on behalf of the Owners that it shall not take any action, or fail to take any action if such action or failure to take such action would adversely affect the exclusion from gross income for federal income tax purposes of the interest payable on the Tax-Exempt Bonds.

Section 23. **Arbitrage Covenant**. The District has covenanted for and on behalf of the Owners that it will restrict the use of the proceeds of the Tax-Exempt Bonds in such manner and to such extent, if any, as may be necessary, so that the Tax-Exempt Bonds will not constitute arbitrage bonds under Section 148 of the Code and the applicable regulations prescribed under that section or any predecessor section. Calculations for determining arbitrage requirements are the sole responsibility of the District. The County hereby covenants that it will follow such written directions as are given to it by an Authorized Representative of the District to restrict the use of the proceeds of the Bonds in such manner and to such extent, if any, as may be necessary, so that any Tax-Exempt Bonds will not constitute arbitrage bonds under Section 148 of the Code and the applicable regulations prescribed under that section or any predecessor section.

Section 24. **Conditions Precedent**. This Board determines that all acts and conditions necessary to be performed by the Board or to have been met precedent to and in the issuing of the Bonds in order to make them legal, valid and binding general obligation bonds of the District have been performed and have been met, or will at the time of delivery of the Bonds have been performed and have been met, in regular and due form as required by law; and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Bonds.

Section 25. **Official Statement.** The District has agreed to cause a Preliminary Official Statement and a final Official Statement meeting the requirements of Securities and Exchange Commission Rule 15c2-12 ("Rule 15c2-12") to be prepared for each series of Bonds for which an Official Statement is required under the Rule. Such Preliminary Official Statement and Official Statement shall be referred to as the "Official Statement," and will be substantially in the form of the Preliminary Official Statement to be approved by the Board of Education of the District, together with such changes as the District deems necessary to make such Official Statement accurate as of its date.

With respect to any section contained or to be contained in the Official Statement describing the County's investment policy, current portfolio holdings, and valuation procedures, as they may relate to funds of the District held by the Treasurer, the Treasurer is hereby authorized and directed to

prepare and review such information for inclusion in the District's Official Statement, and to certify in writing to the District prior to or upon the issuance of the Bonds that the information contained in such section does not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made therein, in the light of the circumstances under which they are made, not misleading.

Section 26. **Approval of Actions**. Officers of the Board and County officials are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to proceed with the issuance of the Bonds and otherwise carry out, give effect to and comply with the terms and intent of this Resolution, including the execution of any documents required by a Bond Insurer as a precondition to obtaining bond insurance if purchased by the District. Such actions heretofore taken by such officers, officials and staff are hereby ratified, confirmed and approved.

Section 27. **Supplemental Resolutions**.

This Resolution, and the rights and obligations of the County, the District and of the Owners of the Bonds issued hereunder, may be modified or amended at any time by a Supplemental Resolution adopted by the County with the written consent of Owners owning at least 60% in aggregate Bond Obligation of the Outstanding Bonds, exclusive of Bonds, if any, owned by the County or the District; provided, however, that no such modification or amendment shall, without the express consent of the Owner of each Bond affected, reduce the Principal Amount of any Bond, reduce the interest rate payable thereon, advance the earliest redemption date thereof, extend its maturity or the times for paying interest thereon or change the monetary medium in which Principal and interest is payable, nor shall any modification or amendment reduce the percentage of consents required for amendment or modification. No such Supplemental Resolution shall change or modify any of the rights or obligations of any Paying Agent without its written assent thereto. Notwithstanding anything herein to the contrary, no such consent shall be required by the Owners of a series of Bonds if the Owners of such series are not directly and adversely affected by such amendment or modification and such modification or amendment may be adopted with the approval of not less than 60% in aggregate Bond Obligation of the affected series of Bonds.

(a) This Resolution, and the rights and obligations of the County, the District and of the Owners of the Bonds issued hereunder, may be modified or amended at any time by a Supplemental Resolution adopted by the County without the written consent of the Owners:

(i) To add to the covenants and agreements of the County in this Resolution, other covenants and agreements to be observed by the County which are not contrary to or inconsistent with this Resolution as theretofore in effect;

(ii) To add to the limitations and restrictions in this Resolution, other limitations and restrictions to be observed by the County which are not contrary to or inconsistent with this Resolution as theretofore in effect;

(iii) To confirm as further assurance any pledge under, and the subjection to any lien or pledge created or to be created by, this Resolution, of any moneys, securities or funds, or to establish any additional funds or accounts to be held under this Resolution;

(iv) To cure any ambiguity, supply any omission, or cure or correct any defect or inconsistent provision in this Resolution; or

(v) To amend or supplement this Resolution in any other respect, provided such Supplemental Resolution does not adversely affect the interests of the Owners.

(b) Any act done pursuant to a modification or amendment so consented to shall be binding upon the Owners of all the affected series of Bonds and shall not be deemed an infringement of any of the provisions of this Resolution, whatever the character of such act may be, and may be done and performed as fully and freely as if expressly permitted by the terms of this Resolution, and after consent relating to such specified matters has been given, no Owner shall have any right or interest to object to such action or in any manner to question the propriety thereof or to enjoin or restrain the County or the District or any officer or agent of either from taking any action pursuant thereto.

Section 28. **Insurance**. In the event the District purchases bond insurance for a Bond, and to the extent that the Bond Insurer makes payment of the Principal, Accreted Value or interest on such Bond, it shall become the owner of such Bond, with the right to payment of Principal, Accreted Value or interest on such Bond, and shall be fully subrogated to all of the Owner's rights, including the Owner's rights to payment thereof. To evidence such subrogation (i) in the case of subrogation as to claims that were past due interest, the Paying Agent shall note the Bond Insurer's rights as subrogee on the registration books for such Bond maintained by the Paying Agent upon receipt of a copy of the cancelled check issued by the Bond Insurer or other evidence satisfactory to the Paying Agent for the payment of such interest to the Owner of such Bond, and (ii) in the case of subrogation as to claims for past due Principal, Accreted Value or interest, the Paying Agent shall note the Bond Insurer as subrogee on the registration books for such Bond maintained by the Paying Agent upon surrender of such Bond by the Owner thereof to the Bond Insurer or the insurance trustee for the Bond Insurer. The Paying Agent shall request payment pursuant to the terms of any bond insurance policy to the extent required to pay the Principal of and interest on any insured Bond when due if amounts on deposit in the Debt Service Fund are not adequate for that purpose.

Section 29. **Resolution to Constitute Contract**. In consideration of the purchase and acceptance of any and all of the Bonds authorized to be issued hereunder by those who shall own the same from time to time, this Resolution shall be deemed to be and shall constitute a contract among the County, the District and the Owners from time to time of the Bonds; and the pledge made in this Resolution shall be for the equal benefit, protection and security of the Owners of any and all of the Bonds, all of which, regardless of the time or times of their issuance or maturity, shall be of equal rank without preference, priority or distinction of any of the Bonds over any other thereof.

Section 30. **Notices.** All notices or communications herein required or permitted to be given to any party shall be given to each of the following parties and shall be given in writing and shall be deemed to have been sufficiently given or served for all purposes by being delivered or sent by telecopier or by being deposited, postage prepaid, in a post office letter box, to the addresses set forth below, or to such other address as may be provided to the other parties hereinafter listed in writing from time to time, namely:

If to the County:	County of Riverside 4080 Lemon Streeet, Fourth Floor Riverside, California 92501 Attention: Treasurer-Tax Collector
If to the Paying Agent:	Zions National Bank 550 South Hope Street, Suite 2650 Los Angeles, California 90071 Attention: Corporate Trust Services
If to the District:	Beaumont Unified School District 1601 East Chestnut Avenue Beaumont, California 92701 Attention: Superintendent

Section 31. Unclaimed Moneys. Anything in this Resolution to the contrary notwithstanding, any moneys held by the County or the Paying Agent in trust for the payment and discharge of any of the Bonds which remain unclaimed for one (1) year after the date when such Bonds have become due and payable, either at their stated maturity dates or by call for earlier redemption, if such moneys were held by the County or the Paying Agent at such date, or for one (1) year after the date of deposit of such moneys if deposited with the County or the Paying Agent after said date when such Bonds become due and payable, shall be repaid by the County or the Paying Agent, as applicable, to the District, as its absolute property and free from trust, and the County and the Paying Agent shall thereupon be released and discharged with respect thereto and the Bond Owners shall look only to the District for the payment of such Bonds; provided, however, that before being required to make such payment to the District, the Paying Agent shall, at the expense of District, cause to be mailed to the Owners of all such Bonds, at their respective addresses appearing on the registration books, a notice that said moneys remain unclaimed and that, after a date in said notice, which date shall not be less than thirty (30) days after the date of mailing such notice, the balance of such moneys then unclaimed will be returned to the District.

Section 32. Permitted Investments.

(a) All amounts held in the funds and accounts established hereunder shall be invested by the Treasurer in any instrument which is a lawful investment for funds of the District, including the Treasurer's Pooled Investment Fund, the Local Agency Investment Fund, any investment authorized pursuant to Sections 53601 and 53635 of the Government Code, or in investment agreements, including guaranteed investment contracts, float contracts or other investment products (provided that such agreements comply with the requirements of Section 148 of the Code, and with the requirements of the Bond Insurer, if any, and each rating agency then rating the Bonds necessary in order to maintain the then-current rating on the Bonds). Unless otherwise instructed by an Authorized Representative of the District in writing, amounts held hereunder shall be invested in the Treasurer's Pooled Investment Fund. If invested in other than the Treasurer's Pooled Investment Fund, amounts in the Debt Service Fund shall be invested in investments maturing not later than the date on which such amounts will be needed to pay the Principal of and interest on the Bonds. Nothing in this Resolution shall prevent any investment securities acquired as investments of funds held hereunder from being issued or held in book-entry form on the books of the Department of the Treasury of the United States.

(b) Obligations purchased as an investment of moneys in any fund or account shall be deemed at all times to be a part of such fund or account. Profits or losses attributable to any fund or account shall be credited or charged to such fund or account. In computing the amount in any fund or account created under the provisions of this Resolution for any purpose provided in this Resolution, obligations purchased as an investment of moneys therein shall be valued at cost, plus, where applicable, accrued interest.

Section 33. **Effective Date**. This Resolution shall take effect immediately upon its passage.

The foregoing resolution was adopted by the Board of Supervisors of the County of Riverside on October 27, 2009.

COUNTY OF RIVERSIDE

By: _____
Chairman

ATTEST:

_____
Clerk of the Board of Supervisors

EXHIBIT A

[FORM OF DISTRICT RESOLUTION]

RESOLUTION NO. ____

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE BEAUMONT UNIFIED SCHOOL DISTRICT, RIVERSIDE COUNTY, CALIFORNIA, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE TO SELL ONE OR MORE SERIES OF ELECTION OF 2008 GENERAL OBLIGATION BONDS OF THE DISTRICT IN A PRINCIPAL AMOUNT NOT TO EXCEED $37,000,000 AND APPROVING CERTAIN OTHER MATTERS RELATED THERETO

WHEREAS, a duly called election was held in the Beaumont Unified School District (the "District"), Riverside County (the "County"), State of California, on November 4, 2008, at which the following proposition ("Measure Z") was submitted to the qualified electors of the District:

> "To retain/attract excellent teachers, keep students from gangs by upgrading safety, technology security systems, energy efficiency; acquiring land; repairing, constructing, equipping schools/classrooms; adding vocational education/after-school space; fixing leaky roofs; replacing heating/air-conditioning; and qualifying for State matching grants shall Beaumont Unified School District issue $125,000,000 in bonds at legal interest rates, with annual financial audits, Independent Citizens' Oversight, and no money for the State or administrators' salaries?"

WHEREAS, at such election Measure Z received the affirmative vote of more than fifty-five percent (55%) of the qualified electors of the District voting on the proposition as certified by the Registrar of Voters of the County of Riverside in the official canvassing of votes and authorized the issuance of bonds; and

WHEREAS, at this time the Board of Trustees of the District has determined that it is necessary and desirable to request the Board of Supervisors to issue, in the name and on behalf of the District, one or more series of general obligation bonds pursuant to the Measure Z authorization and the provisions of Chapter 1.5 of Part 10 of Division 1 of Title 1 (Section 15264 *et seq.*) of the Education Code of the State of California and Article XIIIA of the California Constitution (the "Authorizing Law") in an aggregate principal amount not to exceed $37,000,000 to be designated as the "Beaumont Unified School District Election of 2008 General Obligation Bonds Series __" with the first series of bonds to be designated "Series A" and each series thereafter lettered sequentially (the "Bonds"); and

WHEREAS, the American Recovery and Reinvestment Act of 2009 grants a national allocation of $11 billion to provide for the issuance of qualified school construction bonds, in accordance with the qualified tax credit bond program (the "Tax Credit Program") found in Section 54A of the Internal Revenue Code of 1986, as amended (the "Code"), and an allocation of $25,000,000 has been granted to the District (the "District Allocation") to provide financing for the construction, reconstruction or repair of public school facilities, or the acquisition of land on which such facilities are to be constructed with part of the proceeds of such issue; and

WHEREAS, the Board of Trustees deems it necessary and desirable to use all or a portion of the District Allocation to issue and sell a portion of its Bonds pursuant to the Tax Credit Program as qualified school construction bonds within the meaning of Section 54F of the Code (the "Qualified School Construction Bonds") if it is determined by the Superintendent, or his designee, to be in the best interest of the District; and

WHEREAS, the Bonds may be issued, in part, as federally taxable "Build America Bonds" pursuant to the American Recovery and Reinvestment Tax Act of 2009; and

WHEREAS, this Board of Trustees has previously retained Dolinka Group LLC (the "Financial Consultant") to serve as Financial Consultant to the District with respect to the Bonds and Stradling Yocca Carlson & Rauth, a Professional Corporation as bond counsel ("Bond Counsel") to the District with respect to the Bonds; and

WHEREAS, this Board of Trustees further deems it necessary and desirable to authorize the sale of said bonds by a negotiated sale to Piper Jaffray & Co. (the "Underwriter") pursuant to one or more Bond Purchase Contracts (each, a "Bond Purchase Contract"), and pursuant to Section 15146 of the Education Code, has found and determined the following reasons therefor: (1) better ensure that the tax rate estimated to voters at the time of the election will be maintained, (2) provide more flexibility in the timing of the sale of the Bonds, (3) provide more flexibility in the debt structure; (4) allow the District to work with participants familiar with the District, and (5) increase the opportunity to pre-market the Bonds for sale to local residents and other investors; and

WHEREAS, this Board of Trustees further deems it necessary and desirable to authorize the sale of the Qualified School Construction Bonds to a joint powers authority if it is determined that such sale would be more beneficial to the District than a sale of such Bonds to the Underwriter; and

WHEREAS, Education Code Section 15140 provides that the Board of Supervisors of the County shall issue bonds on behalf of the District following adoption of a resolution of the Board of Trustees; and

WHEREAS, there has been presented to this Board of Trustees at this meeting the form of a Bond Purchase Contract (the "Purchase Contract") to be entered into by and among the District, the County and the Underwriter, the form of a Continuing Disclosure Agreement (the "Continuing Disclosure Agreement") to be entered into by and between the District and the Financial Consultant and the form of a Paying Agent and Transfer Agreement (the "QSCB Agreement") to be entered into by and among the District, Zions First National Bank, as paying agent, and the Treasurer-Tax Collector of the County of Riverside; and

WHEREAS, all acts, conditions and things required by law to be done or performed have been done and performed in strict conformity with the laws authorizing the issuance of general obligation bonds of the District, and the indebtedness of the District, including the proposed issue of Bonds, is within all limits prescribed by law;

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Beaumont Unified School District, as follows:

Section 1. Recitals. The foregoing recitals are true and correct.

Section 2. Request for Sale. In order to raise money for the purposes described in Measure Z and to pay all necessary legal, financial, engineering and contingent costs in connection therewith, in accordance with the provisions of Education Code Section 15140, the Board of Trustees hereby petitions the Board of Supervisors of the County to issue the Bonds, in the name and on behalf of the District pursuant to the Authorizing Law, in one or more series and in an aggregate principal amount not to exceed $37,000,000 and to order such Bonds sold at a negotiated sale to the Underwriter. The Bonds shall bear or accrete interest at a rate which for each series as a whole shall not exceed 12.00% per annum payable on the dates set forth in the Purchase Contract for such series with principal maturing on the dates and in the amounts set forth in the Purchase Contract, not to exceed more than 25 years from the date of issuance of the Bonds. The discount paid to the Underwriter for a series shall not exceed 1.5% of the principal amount of such series.

The Bonds may be issued as Current Interest Bonds, Capital Appreciation Bonds, Convertible Capital Appreciation Bonds, Build America Bonds and, in the case of Bonds sold pursuant to the District Allocation, as Qualified School Construction Bonds, as set forth in the Purchase Contract for each series, subject to the provisions of a resolution of the Board of Supervisors of the County relating to the Bonds (the "County Resolution").

The Board of Supervisors is hereby requested to provide by resolution (the "County Resolution") for the terms of the sale and issuance of each series of Bonds in accordance with the particular terms and manner set forth herein and, with respect to such necessary or desirable terms as are not specified herein, as the Board of Supervisors shall otherwise see fit to determine. With respect to such necessary or desirable terms as are not finally determined by the County Resolution, the Board of Supervisors is hereby requested to provide for such terms to be finally determined and set forth in the Purchase Contract for such Bonds or, in the case of the Qualified School Construction Bonds, the QSCB Agreement.

Section 3. Paying Agent, Paying Agent Agreement and QSCB Agreement. The Board of Trustees does hereby authorize the appointment of Zions First National Bank, as authenticating agent, bond registrar, transfer agent and paying agent (collectively, the "Paying Agent") for the Bonds by the Board of Supervisors of the County on behalf of the District. Each of the Superintendent or his designee and the Assistant Superintendent, Business Services or her designee is authorized to enter into an agreement (the "Paying Agent Agreement") with the Paying Agent setting forth the duties and responsibilities of the Paying Agent with respect to the Bonds and any provisions of the Bonds and the terms upon which they are issued and, from time to time, to appoint a successor Paying Agent if determined to be in the best interest of the District. The form of the QSCB Agreement presented at this meeting is hereby approved. Each of the Superintendent or his designee and the Assistant Superintendent, Business Services or her designee is hereby authorized and directed for and in the name of the District to execute the QSCB Agreement in substantially the form hereby approved, with such additions thereto and changes therein as are recommended or approved by Bond Counsel to the District or County Counsel and approved by the officer or officers executing such agreement.

Section 4. Tax Covenants.

(a) The District hereby covenants for the benefit of the owners of each Tax-Exempt Bond (defined below) that it shall not take any action, or fail to take any action, if such action or failure to take such action would adversely affect the exclusion from gross income of the interest payable on any of the Bonds the interest on which is intended to be excluded from gross

income for federal income tax purposes under Section 103 of the Code (the "Tax-Exempt Bonds") and will restrict the use of the proceeds of Tax-Exempt Bonds in such manner and to such extent, if any, as may be necessary, so that the Tax-Exempt Bonds will not constitute arbitrage bonds under Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and the applicable regulations prescribed under that section or any predecessor section. The District further covenants for the benefit of the owners of any Build America Bonds that it shall not take any action, or fail to take any action, if such action or failure to take such action would cause any of the Build America Bonds not to be treated as build america bonds within the meaning of Section 54AA of the Code. The District hereby covenants for the benefit of the owners of any Bonds issued as Qualified School Construction Bonds that it shall not take any action or fail to take any action that would cause any of such Bonds not to be treated as qualified tax credit bonds within the meaning of Section 54A of the Code and qualified school construction bonds within the meaning of Section 54F of the Code. In furtherance of this covenant, the District agrees to comply with the covenants contained in the Tax Certificate (the "Tax Certificate") to be executed by the District on the date of delivery of each series of Bonds. The District hereby agrees to deliver instructions to the County and the Paying Agent in order to comply with each Tax Certificate.

(b) Notwithstanding any provision of this Section (4), if the District shall provide to the County Treasurer an opinion of counsel of nationally recognized standing in the field of law relating to municipal bonds (an "Opinion of Bond Counsel") that any specified action required under this Section (4) is no longer required or that some further or different action is required to maintain the exclusion from federal income tax of interest on the Tax-Exempt Bonds, or to comply with any provisions of the Code applicable to the Build America Bonds or applicable to the Qualified School Construction Bonds, the County Treasurer and the District may conclusively rely on such Opinion of Bond Counsel in complying with the requirements of this Section and of the Tax Certificate, and the covenants hereunder shall be deemed to be modified to that extent.

Section 5. Filing of Resolution. The Clerk of the Board of Trustees is hereby directed to file a certified copy of this Resolution with the Board of Supervisors of the County and the County Superintendent of Schools.

Section 6. Estimated Costs of Issuance. The cost associated with the issuance of the Bonds, including municipal bond insurance, if any, and Underwriter's discount is estimated to be approximately 8.0% of the par amount of the Bonds.

Section 7. Lawful Authority for Sale. The Board of Trustees determines that all acts and conditions necessary to be performed by the Board of Trustees or to have been met precedent to and in the issuing of the Bonds in order to make them legal, valid and binding general obligations of the District have been performed and have been met, or will at the time of delivery of the Bonds have been performed and have been met, in regular and due form as required by law; and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Bonds.

Section 8. Expenditure of Proceeds. The District hereby covenants to spend all Bond proceeds in accordance with applicable law, including, but not limited to, the Authorizing Law.

Section 9. Bond Purchase Contract. The form of the Purchase Contract presented at this meeting is hereby approved. Each of the Superintendent or his designee, the Assistant Superintendent, Business Services or her designee and the Clerk of the Board of Trustees is hereby

authorized and directed for and in the name of the District to execute a Purchase Contract for each series in substantially the form hereby approved, with such additions thereto and changes therein as are recommended or approved by Bond Counsel to the District or County Counsel and approved by the officer or officers executing such agreement; provided, however, that the Purchase Contract shall be executed only if the aggregate principal amount of the Bonds sold pursuant to the authority of this Resolution is equal to or less than $37,000,000 and the discount paid to the Underwriter (exclusive of original issue discount and costs of issuance paid by the Underwriter) for a series does not to exceed 1.5% of the principal amount of the Bonds sold pursuant to such Purchase Contract. Each of the Superintendent or his designee, the Assistant Superintendent, Business Services or her designee and the Clerk of the Board of Trustees is hereby authorized and directed for and in the name of the District to solicit bids for municipal bond insurance for each series of Bonds to be sold and to purchase such insurance if such officer, on the basis of information provided by the Financial Consultant, determines that such insurance will result in net interest cost savings for the District that exceeds the cost of such insurance.

Notwithstanding the foregoing, if the Superintendent, or his designee, or the Assistant Superintendent, Business Services, or her designee, in consultation with the Financial Consultant and the Underwriter, shall determine that a sale of the Qualified School Construction Bonds to a joint powers authority is more beneficial to the District than a sale to the Underwriter, then the Purchase Contract shall be modified to provide for a sale of the Qualified School Construction Bonds to the joint powers authority.

Section 10. Qualified School Construction Bond and Tax Credit Purchase Contract; Stripping of Tax Credits. Each of the Superintendent or his designee and the Assistant Superintendent, Business Services or her designee is hereby authorized to approve an agreement (the "Tax Credit Purchase Contract") providing for the separation of the ownership of the Qualified School Construction Bonds from the entitlement to the tax credits with respect to such Qualified School Construction Bonds pursuant to Section 54A of the Code, and for the sale of such separate interests if one of such officers determines it is in the best interest of the District. Upon such determination, each of the Superintendent or his designee and the Assistant Superintendent, Business Services or her designee is further authorized and directed on behalf of the District to execute and approve a Tax Credit Purchase Contract providing for the sale by the Board of Supervisors of the County and the purchase by the Underwriter of the tax credits or such other purchaser or purchasers as may be identified therein at a purchase price to be set forth therein. The Tax Credit Purchase Contract may be executed and delivered as a separate document, as authorized pursuant to this Section 11, or the provisions thereof may be incorporated into a Bond Purchase Contract approved in Section 10 hereof. Pursuant to Section 5922 of the Government Code of California (the "Government Code"), this Board of Trustees hereby finds and determines that the Tax Credit Purchase Contract will result in a reduction in the amount or duration of payment and lower the cost of borrowing when used in combination with the Qualified School Construction Bonds. The Board of Supervisors of the County is hereby requested to cause the Tax Credit Purchase Contract to be executed and delivered on behalf of the County, subject to such changes or revisions therein as may be acceptable to the District officer executing the same and to the Board of Supervisors of the County.

Section 11. Build America Bonds. The Build America Bonds shall have the terms set forth in the Purchase Contract related thereto. The Superintendent or his designee and the Assistant Superintendent, Business Services are directed to take or cause to be taken all actions necessary to

qualify the Build America Bonds under Section 54AA and to obtain the federal subsidy for the payment of a portion of interest expense of the Bonds.

With respect to the Build America Bonds, the District expects to receive a cash subsidy payment from the United States Treasury equal to 35% of the interest payable on the Build America Bonds on or about each interest payment date. The District will, or will direct the bond registrar, prior to each interest payment date, to submit to the United States Treasury a subsidy reimbursement request in accordance with applicable federal regulations. Upon receipt of such subsidy, the District shall deposit or cause to be deposited any such cash subsidy payments into the Debt Service Fund.

Section 12. Continuing Disclosure Agreement. The form of the Continuing Disclosure Agreement presented at this meeting is hereby approved. Each of the Superintendent or his designee and the Assistant Superintendent, Business Services or her designee is hereby authorized and directed for and in the name of the District to execute the Continuing Disclosure Agreement in substantially the form hereby approved, with such additions thereto and changes therein as are recommended or approved by Bond Counsel to the District or County Counsel and approved by the officer or officers executing such agreement.

Section 13. Investment of Funds. The proceeds of sale of the Bonds, exclusive of any premium and accrued interest received by the District or any moneys set aside to pay costs of issuance on the Bonds, shall be deposited in the County treasury to the credit of the building fund of the District. Any net premium and accrued interest received by the District shall be deposited upon receipt in the interest and sinking fund of the District within the County treasury.

All funds held by the County Treasurer with respect to the Bonds shall be invested by the County Treasurer in the County Investment Pool, the Local Agency Investment Fund, any investment authorized pursuant to Sections 53601 and 53635 of the Government Code, or in investment agreements, including guaranteed investment contracts, float contracts or other investment products (hereinafter collectively referred to as "Investment Agreements"); provided that such agreements comply with the requirements of Section 148 of the Code, Section 54A of the Code, Section 54F of the Code and Section 54AA of the Code, as applicable, and with the requirements of each rating agency then rating the Bonds necessary in order to maintain the then-current rating on the Bonds. The County Treasurer shall assume no responsibility in the reporting, reconciling or monitoring in the investment of proceeds related to the Bonds.

The Superintendent or his designee or the Assistant Superintendent, Business Services or her designee may request the County Treasurer, subject to his fiduciary responsibilities, to invest funds held in the interest and sinking fund of the District and in the building fund of the District in specific investments, so as to effectively coordinate the investments to the construction program of the District and the debt service payments on the Bonds. Pursuant to Section 5922 of the Government Code, this Board of Trustees hereby finds and determines that the Investment Agreements will reduce the amount and duration of interest rate risk with respect to amounts invested pursuant to the Investment Agreements and are designed to reduce the amount or duration of payment, rate, spread or similar risk or result in a lower cost of borrowing when used in combination with the Bonds or enhance the relationship between risk and return with respect to investments of proceeds of the Bonds and funds held to pay the Bonds.

Any funds held by the County Treasurer with respect to the Bonds may also be held in whole or in part by the Paying Agent pursuant to the Paying Agent Agreement or another agreement entered into between the County Treasurer and the Paying Agent.

Section 14. Approval of Actions. Members of the Board of Trustees, the Superintendent, the Assistant Superintendent, Business Services and other District employees are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to proceed with the issuance of the Bonds and otherwise carry out, give effect to and comply with the terms and intent of this Resolution and the Tax Credit Program. Such actions heretofore taken by such officers, officials and staff are hereby ratified, confirmed and approved.

Section 15. Effective Date. This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this 13th day of October, 2009.

President of the Board of Trustees of the
Beaumont Unified School District

ATTEST:

Secretary of the Board of Trustees of the
Beaumont Unified School District

SECRETARY'S CERTIFICATE

I, Barry Kayrell, Secretary of the Board of Trustees of the Beaumont Unified School District, hereby certify that the foregoing is a full, true and correct copy of a resolution duly adopted at a regular meeting of the Board of Trustees of said District duly and regularly held at the regular meeting place thereof on _____, 2009, of which meeting all of the members of said Board of Trustees had due notice and at which a majority thereof were present; and that at said meeting said resolution was adopted by the following vote:

AYES:

NOES:

ABSENT OR NOT VOTING:

I further certify that I have carefully compared the same with the original minutes of said meeting on file and of record in my office; the foregoing resolution is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes; and that said resolution has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect.

Dated: _____, 2009

_____

Secretary of the Board of Trustees of the
Beaumont Unified School District

EXHIBIT B

[FORM OF PURCHASE CONTRACT]

[$_____ BEAUMONT UNIFIED SCHOOL DISTRICT (RIVERSIDE COUNTY, CALIFORNIA) ELECTION OF 2008 GENERAL OBLIGATION BONDS SERIES A]	[$_____ BEAUMONT UNIFIED SCHOOL DISTRICT (RIVERSIDE COUNTY, CALIFORNIA) TAXABLE ELECTION OF 2008 GENERAL OBLIGATION BONDS SERIES B (BUILD AMERICA BONDS – DIRECT PAYMENT TO DISTRICT)]	[$_____ BEAUMONT UNIFIED SCHOOL DISTRICT (RIVERSIDE COUNTY, CALIFORNIA) TAXABLE ELECTION OF 2008 GENERAL OBLIGATION BONDS SERIES C QUALIFIED SCHOOL CONSTRUCTION BONDS (TAX CREDIT BONDS)]

BOND PURCHASE CONTRACT

_____, 2009

County of Riverside
Board of Supervisors
4080 Lemon Street, 5th Floor
Riverside, California 92501

Beaumont Unified School District
500 Grace Avenue
Beaumont , California 92223

Ladies and Gentlemen:

The undersigned, _____ (the "Underwriter"), offers to enter into this Bond Purchase Contract (the "Purchase Contract") with the County of Riverside, California (the "County"), and the Beaumont Unified School District, (the "District"), which, upon your acceptance hereof, will be binding upon the District, the County and the Underwriter. This offer is made subject to the written acceptance of this Purchase Contract by the County and the District and delivery of such acceptance to the Underwriter at its office specified in Section 13 below prior to 11:59 p.m., California Time, on the date hereof.

1. Purchase and Sale of the Bonds. Upon the terms and conditions and in reliance upon the representations, warranties and agreements herein set forth, the Underwriter hereby agrees to purchase from the County for reoffering to the public, and the County hereby agrees to sell in the name and on behalf of the District to the Underwriter for such purpose, all (but not less than all) of $_____ in aggregate initial amount of the District's Election of 2008 General Obligation Bonds Series __ (the "Bonds"), which consist of [$_____ Series __ Current Interest Bonds and $_____ of Series __ Capital Appreciation Bonds and $_____ of Convertible Capital Appreciation Bonds and $_____ of Qualified School Construction Bonds and $_____ Build America Bonds] as specified in Exhibit A hereto. The Bonds shall bear or accrete interest at the rates, and shall mature in the principal amounts and in the years shown on Appendix A hereto, which is incorporated herein by this reference. [The Series __ Current Interest Bonds shall be dated their date of delivery and bear interest payable semiannually on each _____ 1 and _____ 1, commencing _____ 1, 2010. The Series __ Capital Appreciation Bonds shall be dated the date of delivery and accrete interest from such date, compounded semiannually on

_____ 1 and _____ 1 of each year, commencing _____ 1, 2009, which accreted interest is payable only at maturity. The Series __ Convertible Capital Appreciation Bonds shall be dated the date of delivery and accrete interest from such date, compounded semiannually on _____ 1 and _____ 1 in each year, commencing _____ 1, 2009, to the date specified in Exhibit A hereto (the "Conversion Date"), and from and after the Conversion Date shall bear interest payable semiannually on each _____ 1 and _____ 1. A table of accreted values for the Series __ Capital Appreciation Bonds and the Series __ Convertible Capital Appreciation Bonds is shown on Appendix A hereto, which is incorporated herein by this reference. The Qualified School Construction Bonds will be issued as "qualified school construction bonds" as defined in Section 54F of the Code and are comprised of a principal component (the "Principal Component") and tax credit components (the "Tax Credit Components") evidenced by the Tax Credit Certificates associated with each Tax Credit Bond (the "Tax Credit Certificates"). The Qualified School Construction Bonds shall be dated their date of delivery and [do not bear interest] [bear interest payable semiannually on each _____ 1 and _____ 1, commencing _____ 1, 2010]. The Tax Credit Rate with respect to the Qualified School Construction Bonds, as established by U.S. Department of the Treasury on _____, 2009, is _____% per annum.] [The Build America Bonds will be issued pursuant to Section 54AA(g) of the Code. The Build America Bonds shall be dated their date of delivery and bear interest payable semiannually on each _____ 1 and _____ 1, commencing _____ 1, 2010.]

The Underwriter shall purchase the Bonds in immediately available funds by wire transfer to the County at a price of $_____ (consisting of the aggregate initial principal amount of the Bonds, plus net original issue premium of $_____, less Underwriter's discount of $_____, less costs of issuance of $_____) to be paid by the Underwriter.

In order to provide for the payment of certain costs relating to the issuance of the Bonds, the Underwriter will enter into the Fiscal Agent Agreement, dated as of _____ 1, 2009 (the "Fiscal Agent Agreement") with Zions First National Bank, as Fiscal Agent. At closing, there shall be set aside by the Underwriter from the proceeds of the sale of the Bonds $_____ (the "COI Deposit"), which amount shall be deposited with the Fiscal Agent to be applied in accordance with the provisions of the Fiscal Agent Agreement.

2. The Bonds. The Bonds are subject to redemption as set forth in Appendix A hereto. In all other respects the Bonds shall be as described in, and shall be issued and secured pursuant to the provisions of the Resolution of the District adopted on October 13, 2009 (the "District Resolution") and the Resolution of the Board of Supervisors of the County adopted October 27, 2009 (the "County Resolution" and collectively with the District Resolution, the "Resolutions"), Chapter 1.5 of Part 10 of Division 1 of Title 1 of the California Education Code commencing with Section 15264 (the "Act") and paragraph (3) of subdivision (b) of Article XIIIA of the California Constitution. All capitalized terms used herein without definition shall have the meanings given to them in the County Resolution.

The Bonds shall be executed and delivered under and in accordance with the provisions of this Purchase Contract and the Resolutions. The Bonds shall be in book-entry form, shall bear CUSIP numbers, shall be in fully registered form, registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"); the Bonds shall initially be in authorized denominations of $5,000 principal amount or any integral multiple thereof.

The Qualified School Construction Bonds will be issued in accordance with the provisions of a Paying Agent and Transfer Agent Agreement, dated as of _____ 1, 2009 (the "Paying Agent Agreement"), by and among the District, the Treasurer of the County and Zions First National Bank (the "Paying Agent"). The Paying Agent Agreement shall be in form and substance satisfactory to the Underwriter, and the provisions thereof with respect to the Qualified School Construction Bonds shall be incorporated herein and be made a part hereof. The Qualified School Construction Bonds will be issued in denominations of $_____ and integral multiples thereof.

3. **Use of Documents**. The District and the County hereby authorize the Underwriter to use, in connection with the offer and sale of the Bonds, this Purchase Contract and an Official Statement (defined below), the Resolutions and all information contained herein and therein and all of the documents, certificates or statements furnished by the District or the County to the Underwriter in connection with the transactions contemplated by this Purchase Contract.

4. **Public Offering of the Bonds**. The Underwriter agrees to make a bona fide public offering of all the Bonds at the initial public offering price or yield set forth in Appendix A and to be set forth on the cover page of the Official Statement. Subsequent to such initial public offering, the Underwriter reserves the right to change such initial public offering price or yield as it deems necessary in connection with the marketing of the Bonds.

5. **Review of Official Statement**. The Underwriter hereby represents that it has received and reviewed the Preliminary Official Statement with respect to the Bonds, dated _____, 2009 (the "Preliminary Official Statement"). The District represents that it has deemed the Preliminary Official Statement to be final, except for either revisions or additions relating to the offering price(s), interest rate(s), yield(s) to maturity, selling compensation, aggregate principal amount, principal amount per maturity, delivery date, rating(s) and other terms of the Bonds which depend upon the foregoing as provided in and pursuant to Rule 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended (the "Rule).

The Underwriter agrees that prior to the time the final Official Statement relating to the Bonds is available, the Underwriter will send to any potential purchaser of the Bonds, upon the request of such potential purchaser, a copy of the most recent Preliminary Official Statement. Such Preliminary Official Statement shall be sent by first class mail (or other equally prompt means) not later than the first business day following the date upon which each such request is received. The Underwriter agrees that it will deliver a printed copy of the final Official Statement to each purchaser of the Bonds as required by the Rule. The Underwriter agrees that, in accordance with Rule G-32 of the Municipal Securities Rulemaking Board, within one business day after receipt from the District but by no later than the Closing (as defined below), it will file a copy of the Official Statement with the Municipal Securities Rulemaking Board.

6. **Closing**. At 8:00 a.m., California Time, on _____, 2009, or at such other time or on such other date as shall have been mutually agreed upon by the Underwriter, the County and the District (the "Closing"), the County and the District shall cause to be delivered to the Underwriter, at the offices of The Depository Trust Company, or at such other place as the parties hereto may mutually agree upon, the Bonds in fully registered book-entry form, duly executed and registered in the name of Cede & Co., as nominee of DTC, and at the offices of Stradling Yocca Carlson & Rauth, a Professional Corporation, Bond Counsel, in Newport Beach, California, the other documents described in Section 10(e) below.

7. **Representations, Warranties and Agreements of the District.** The District hereby represents, warrants and agrees with the Underwriter that:

(a) Due Organization. The District is a school district duly organized and validly existing under the laws of the State of California, with the power to cause the Bonds to be issued by the County on its behalf pursuant to the Act.

(b) Due Authorization. (i) At or prior to the Closing, the District will have taken all action required to be taken by it to authorize the issuance and delivery of the Bonds; (ii) the District has full legal right, power and authority to deliver the Preliminary Official Statement, to execute and deliver the Official Statement, to enter into this Purchase Contract and the Continuing Disclosure Certificate, to adopt the District Resolution, to perform its obligations under each such document or instrument, and to carry out and effectuate the transactions contemplated by this Purchase Contract, the Continuing Disclosure Certificate and the District Resolution; (iii) the District Resolution was duly adopted at a meeting of the governing body of the District which was called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting at the time of adoption; (iv) the delivery of the Preliminary Official Statement, the execution and delivery of the Official Statement, and the execution and delivery or adoption of, and the performance by the District of the obligations contained in the Bonds, the District Resolution, the County Resolution, the Continuing Disclosure Certificate and this Purchase Contract have been duly authorized and such authorization shall be in full force and effect at the time of the Closing; (v) this Purchase Contract and the Continuing Disclosure Certificate constitute valid and legally binding obligations of the District; (vi) the District has duly authorized the consummation by it of all transactions contemplated by this Purchase Contract and the Continuing Disclosure Certificate; and (vii) no statutory or constitutional limitation on indebtedness or taxation will be exceeded in issuing the Bonds.

(c) Consents. No consent, approval, authorization, order, filing, registration, qualification, election or referendum, of or by any court or governmental agency or public body whatsoever is required in connection with the issuance, delivery or sale of the Bonds, the execution and delivery of this Purchase Contract and the Continuing Disclosure Certificate, the adoption of the District Resolution or the consummation of the other transactions effected or contemplated herein or hereby, except for such actions as may be necessary to qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and jurisdictions of the United States as the Underwriter may reasonably request; provided, however, that the District shall not be required to subject itself to service of process in any jurisdiction in which it is not so subject as of the date hereof.

(d) No Conflicts. To the best knowledge of the District, the issuance of the Bonds, and the execution, delivery and performance of this Purchase Contract, the Continuing Disclosure Certificate, the District Resolution and the Bonds, and the compliance with the provisions hereof do not conflict with or constitute on the part of the District a violation of or default under the Constitution of the State of California or any existing law, charter, ordinance, regulation, decree, order or resolution and do not conflict with or result in a violation or breach of, or constitute a default under, any agreement, indenture, mortgage, lease or other instrument to which the District is a party or by which it is bound or to which it is subject.

(e) Litigation. Except as described in the Preliminary Official Statement, as of the time of acceptance hereof, no action, suit, proceeding, hearing or investigation is pending in

which service of process has been completed against the District, or to the best knowledge of the District, threatened against the District: (i) in any way affecting the existence of the District or in any way challenging the respective powers of the several offices or of the titles of the officials of the District to such offices; or (ii) seeking to restrain or enjoin the sale, issuance or delivery of any of the Bonds, the application of the proceeds of the sale of the Bonds, or the collection of the tax revenues pledged or to be pledged or available to pay the principal of and interest on the Bonds, or the pledge thereof, or the levy of any taxes contemplated by the Resolutions or in any way contesting or affecting the validity or enforceability of the Bonds, this Purchase Contract, the Continuing Disclosure Certificate or the Resolutions or contesting the powers of the District or the County under the Resolutions or this Purchase Contract; or (iii) in which a final adverse decision could (a) materially adversely affect the operations of the District or the consummation of the transactions contemplated by this Purchase Contract or the Resolutions, (b) declare this Purchase Contract, the District Resolution or the Continuing Disclosure Certificate to be invalid or unenforceable in whole or in material part, or (c) adversely affect the exclusion of the interest paid on the Bonds[, other than the Qualified School Construction Bonds] from gross income for federal income tax purposes and the exemption of such interest from California personal income taxation, [or (d) adversely affect the tax credit available to the holders of the Qualified School Construction Bonds.]

(f) No Other Debt. Between the date hereof and the Closing, without the prior written consent of the Underwriter, neither the District directly, nor the County on behalf of the District at the District's request, will have issued in the name and on behalf of the District any bonds, notes or other obligations for borrowed money except for such borrowings as may be described in or contemplated by the Official Statement.

(g) Compliance with Internal Revenue Code. The District will comply with the applicable provisions of the Internal Revenue Code of 1986, as amended, with respect to the Bonds.

(h) Certificates. Any certificates signed by any officer of the District and delivered to the Underwriter shall be deemed a representation and warranty by the District to the Underwriter, but not by the person signing the same, as to the statements made therein.

(i) Continuing Disclosure. At or prior to the Closing, the District shall have duly authorized, executed and delivered the Continuing Disclosure Certificate. The Continuing Disclosure Certificate shall comply with the provisions of Rule 15c2-12(b)(5) and be substantially in the form attached to the Official Statement in Appendix __. Except as disclosed in the Preliminary Official Statement, within the past five years, the District has never failed to comply in all material respects with any of its previous undertakings under the Rule.

(j) Official Statement. As of its date, the Preliminary Official Statement did not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. At the date hereof, the Final Official Statement did not, and as of the Closing Date it will not, contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided that the District makes no representation or warranty as to the information contained in or omitted from the Preliminary Official Statement or the Final Official Statement in reliance upon and in conformity with information furnished in writing to the District by or on behalf of the Underwriter through a representative of the Underwriter specifically for inclusion therein or as to the information

therein [provided by the Insurer or] relating to DTC and its book-entry system or as to CUSIP numbers.

(k) Levy of Tax. The District hereby agrees to take any and all actions as may be required by the County or otherwise necessary in order to arrange for the levy and collection of taxes by the County for payment of the Bonds, and the deposit and investment of Bond proceeds. In particular, the District hereby agrees to provide to the County Auditor and the County Treasurer-Tax Collector a copy of the District Resolution, a copy of Appendix A hereto, and the full debt service schedule for the Bonds, in accordance with Education Code Section 15140(c) and policies and procedures of the County.

8. Representations, Warranties and Agreements of the County. The County hereby represents, warrants and agrees with the Underwriter that:

(a) Due Organization. The County is a political subdivision duly organized and validly existing under the laws of the State of California, with the power to issue the Bonds on behalf of the District pursuant to the Act.

(b) Due Authorization. (i) At or prior to the Closing, the County will have taken all action required to be taken by it to authorize the issuance and delivery of the Bonds; (ii) the County has full legal right, power and authority to enter into this Purchase Contract, to adopt the County Resolution, to issue and deliver the Bonds to the Underwriter on behalf of the District and to perform its obligations under each such document or instrument, and to carry out and effectuate the transactions contemplated by this Purchase Contract and the Resolutions; (iii) the execution and delivery or adoption of, and the performance by the County of the obligations contained in the Bonds, the County Resolution and this Purchase Contract have been duly authorized and such authorization shall be in full force and effect at the time of the Closing; (iv) this Purchase Contract constitutes a valid and legally binding obligation of the County; and (v) the County has duly authorized the consummation by it of all transactions contemplated by this Purchase Contract.

(c) Consents. No consent, approval, authorization, order, filing, registration, qualification, election or referendum, of or by any court or governmental agency or public body whatsoever is required in connection with the issuance, delivery or sale of the Bonds or the consummation of the other transactions effected or contemplated herein or hereby, or which have not been taken or obtained; except for such actions as may be necessary to qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and jurisdictions of the United States as the Underwriter may reasonably request, provided, however, that the County shall not be required to subject itself to service of process in any jurisdiction in which it is not so subject as of the date hereof.

(d) No Conflicts. To the best knowledge of the County, the issuance of the Bonds, the execution, delivery and performance of this Purchase Contract, the County Resolution and the Bonds, and the compliance with the provisions hereof do not conflict with or constitute on the part of the County a violation of or default under the Constitution of the State of California or any existing law, charter, ordinance, regulation, decree, order or resolution and do not conflict with or result in a violation or breach of, or constitute a default under, any agreement, indenture, mortgage, lease or other instrument to which the County is a party or by which it is bound or to which it is subject.

(e) Litigation. As of the time of acceptance hereof, no action, suit, proceeding, hearing or investigation is pending in which service of process has been completed against the County, or to the best knowledge of the County, threatened against the County: (i) in any way affecting the existence of the County or in any way challenging the respective powers of the several offices or of the titles of the officials of the County to such offices; (ii) seeking to restrain or enjoin the sale, issuance or delivery of any of the Bonds, the application of the proceeds of the sale of the Bonds, or the collection of the tax revenues pledged or to be pledged or available to pay the principal of and interest on the Bonds, or the pledge thereof, or the levy of any taxes contemplated by the Resolutions, or in any way contesting or affecting the validity or enforceability of the Bonds, this Purchase Contract or the County Resolution or contesting the powers of the County or its authority with respect to the Bonds, the County Resolution or this Purchase Contract; or (iii) in which a final adverse decision could (a) materially adversely affect the consummation of the transactions contemplated by this Purchase Contract or the Resolutions, (b) declare this Purchase Contract to be invalid or unenforceable in whole or in material part, or (c) adversely affect the exclusion of the interest paid on the Bonds[, other than the Qualified School Construction Bonds,] from gross income for federal income tax purposes and the exemption of such interest from California personal income taxation, [or (d) adversely affect the tax credit available to the holders of the Qualified School Construction Bonds].

(f) No Other Debt. Between the date hereof and the Closing, without the prior written consent of the Underwriter, the County will not have issued in the name and on behalf of the District any bonds, notes or other obligations for borrowed money except for such borrowing as may be described in or contemplated by the Official Statement.

(g) Arbitrage Certificate. The County has not been notified of any listing or proposed listing by the Internal Revenue Service to the effect that the County is a bond issuer whose arbitrage certificates may not be relied upon.

(h) Certificates. Any certificates signed by any officer of the County and delivered to the Underwriter shall be deemed a representation and warranty by the County to the Underwriter, but not by the person signing the same, as to the statements made therein.

(i) Securities Laws. The County will furnish such information, execute such instruments, and take such other action in cooperation with, and at the expense of, the Underwriter if and as the Underwriter may reasonably request in order to qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and jurisdictions, provided, however, that the County shall not be required to consent to service of process in any jurisdiction in which it is not so subject as of the date hereof.

(j) Official Statement Accurate and Complete. The section of the Preliminary Official Statement entitled "Riverside County Investment Pool," at the date thereof, did not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. At the date hereof and on the Closing Date, the section of the Final Official Statement entitled "Riverside County Investment Pool" did not and will not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

9. **Covenants of the District**. The District covenants and agrees with the Underwriter and in the case of Section 9(e) below with the owners of the Bonds that:

(a) Securities Laws. The District will furnish such information, execute such instruments, and take such other action in cooperation with, and at the expense of, the Underwriter if and as the Underwriter may reasonably request in order to qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and jurisdictions, provided, however, that the District shall not be required to consent to service of process in any jurisdiction in which it is not so subject as of the date hereof;

(b) Application of Proceeds. The District will apply the proceeds from the sale of the Bonds for the purposes specified in the District Resolution;

(c) Official Statement. The District will deliver or cause to be delivered (and the County agrees to cooperate with the District in connection with such delivery)to the Underwriter, not later than the seventh (7th) business day following the date this Purchase Contract is signed, copies of a final Official Statement substantially in the form of the Preliminary Official Statement, with only such changes therein as shall have been accepted by the Underwriter and the District (such Official Statement with such changes, if any, and including the cover page and all appendices, exhibits, maps, reports and statements included therein or attached thereto being called the "Official Statement") in such reasonable quantities as may be requested by the Underwriter not later than five (5) business days following the date this Purchase Contract is signed, in order to permit the Underwriter to comply with paragraph (b)(4) of the Rule and with the rules of the Municipal Securities Rulemaking Board; provided, however, that the failure of the District to comply with this requirement due solely to the acts of the Underwriter, its counsel or agents, shall not be considered cause for the Underwriter to refuse to accept delivery of and pay for the Bonds. The District hereby authorizes the Underwriter to use and distribute the Official Statement in connection with the offering and sale of the Bonds;

(d) Subsequent Events. The District hereby agrees to notify the Underwriter of any event or occurrence that may affect the accuracy or completeness of any information set forth in the Official Statement relating to the District until the date which is twenty-five (25) days following the Closing;

(e) Amendments to Official Statement. For a period of twenty-five (25) days after the End of the Underwriting Period (as defined below), the District will amend or supplement the Official Statement in any manner necessary to make the Official Statement not misleading in light of the circumstances existing at the time it is delivered to a purchaser, and (at the expense of the District) shall deliver a reasonable number of copies of an amendment of or supplement to the Official Statement (in form and substance reasonably satisfactory to the Underwriter) which will amend or supplement the Official Statement so that it will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances existing at the time the Official Statement is delivered to a purchaser, not misleading. As used herein, the term "End of the Underwriting Period" means the later of such time as (i) the Bonds are delivered to the Underwriter, or (ii) the Underwriter does not retain, directly or as a member of an underwriting syndicate, an unsold balance of the Bonds for sale to the public. Unless the Underwriter gives notice to the contrary, the End of the Underwriting Period shall be deemed to be the date of the Closing. Any notice delivered pursuant to this provision shall be written notice delivered to the District at or prior to the Closing, and shall specify a date (other than the date of

Closing and not more than 90 days after the Closing) to be deemed the "End of the Underwriting Period."

10. Conditions to Closing. The Underwriter has entered into this Purchase Contract in reliance upon the representations and warranties of the County and the District contained herein and the performance by the County and the District of their obligations hereunder, both as of the date hereof and as of the date of Closing. The Underwriter's obligations under this Purchase Contract are and shall be subject at the option of the Underwriter, to the following further conditions at the Closing:

(a) Representations True. The representations and warranties of the County and the District contained herein shall be true, complete and correct in all material respects at the date hereof and at and as of the Closing, as if made at and as of the Closing, and the statements made in all certificates and other documents delivered to the Underwriter at the Closing pursuant hereto shall be true, complete and correct in all material respects on the date of the Closing; and each of the County and the District shall be in compliance with each of the agreements made by it in this Purchase Contract;

(b) Obligations Performed. At the time of the Closing, (i) the Official Statement, this Purchase Contract, the District Resolution and the County Resolution shall be in full force and effect and shall not have been amended, modified or supplemented except as may have been agreed to in writing by the Underwriter; (ii) all actions under the Act which, in the opinion of Stradling Yocca Carlson & Rauth, a Professional Corporation, bond counsel ("Bond Counsel"), shall be necessary in connection with the transactions contemplated hereby, shall have been duly taken and shall be in full force and effect; and (iii) the County and the District shall perform or have performed all of their obligations required under or specified in the District Resolution, the County Resolution, this Purchase Agreement, the Continuing Disclosure Certificate and the Official Statement to be performed at or prior to the Closing;

(c) Adverse Rulings. No decision, ruling or finding shall have been entered by any court or governmental authority since the date of this Purchase Contract (and not reversed on appeal or otherwise set aside), or to the best knowledge of the County or the District, be threatened which has any of the effects described in Section 7(e) or 8(e) hereof or contesting in any way the completeness or accuracy of the Official Statement;

(d) Marketability. Between the date hereof and the Closing, the market price or marketability of the Bonds, or the ability of the Underwriter to enforce contracts for the sale of the Bonds, at the initial offering prices set forth in the Official Statement, shall not have been materially adversely affected in the reasonable judgment of the Underwriter (evidenced by a written notice to the County and the District terminating the obligation of the Underwriter to accept delivery of and pay for the Bonds) by reason of any of the following:

(1) legislation enacted or introduced in the Congress or recommended for passage by the President of the United States, or a decision rendered by a court established under Article III of the Constitution of the United States or by the United States Tax Court, or an order, ruling, regulation (final, temporary or proposed) or official statement issued or made:

(i) by or on behalf of the United States Treasury Department, or by or on behalf of the Internal Revenue Service, with the purpose or effect, directly or indirectly, of

causing inclusion in gross income for purposes of federal income taxation of the interest received by the owners of the Bonds[, other than the Qualified School Construction Bonds], or [the value, transferability, availability or amount of the tax credit to the holders of the Qualified School Construction Bonds as described in the Official Statement]; or

(ii) by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction over the subject matter thereof, to the effect that the Bonds [(including the Tax Credit Certificates related to the Qualified School Construction Bonds)], or obligations of the general character of the Bonds, including any and all underlying arrangements, are not exempt from registration under the Securities Act of 1933, as amended;

(2) the declaration of war or engagement in major military hostilities by the United States or the occurrence of any other national emergency or calamity relating to the effective operation of the government or the financial community in the United States;

(3) the declaration of a general banking moratorium by federal, New York or California authorities, or the general suspension of trading on any national securities exchange;

(4) the imposition by the New York Stock Exchange, other national securities exchange, or any governmental authority, of any material restrictions not now in force with respect to the Bonds, or obligations of the general character of the Bonds, or securities generally, or the material increase of any such restrictions now in force, including those relating to the extension of credit by, or the charge to the net capital requirements of, the Underwriter;

(5) an order, decree or injunction of any court of competent jurisdiction, or order, filing, regulation or official statement by the Securities and Exchange Commission, or any other governmental agency issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Bonds, or the issuance, offering or sale of the Bonds, as contemplated hereby or by the Official Statement, is or would be in violation of the federal securities laws, as amended and then in effect;

(6) the withdrawal or downgrading of any rating of the District's outstanding general obligation bonds by a national rating agency or of the Insurer's rating; or

(7) any event occurring, or information becoming known which, in the reasonable judgment of the Underwriter, makes untrue in any material adverse respect any statement or information contained in the Official Statement, or has the effect that the Official Statement contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading.

(e) Delivery of Documents. At or prior to the date of the Closing, the Underwriter shall receive a copy of the following documents in each case dated as of the Closing Date and satisfactory in form and substance to the Underwriter:

(1) Bond Opinion. An approving opinion of Bond Counsel, as to the validity and tax status of the Bonds, dated the date of the Closing, addressed to the District substantially in the form attached as Appendix __ to the Preliminary Official Statement;

(2) Reliance Letter. A reliance letter from Bond Counsel to the effect that the Underwriter [and the Insurer] can rely upon the approving opinion described in (e)(1) above;

(3) Supplemental Opinion. A supplemental opinion from Bond Counsel, addressed to the Underwriter, to the effect that:

(i) the Purchase Contract has been duly executed and delivered by the District and, assuming due authorization, execution and delivery by the Underwriter, is a valid and binding agreement of the District, subject to laws relating to bankruptcy, insolvency, reorganization, moratorium or creditors' rights generally and to the application of equitable principles and to the exercise of judicial discretion in appropriate cases and to the limitation on legal remedies against school districts and counties in the State of California;

(ii) the statements contained in the Official Statement in the sections thereof entitled: "INTRODUCTION –Purpose of the Bonds," "—Security and Source of Payment for the Bonds," and "—Description of the Bonds" (excluding the discussion of "Use of Book Entry System"); "THE SERIES A BONDS AND THE SERIES B BONDS" (excluding statements under the subcaptions "Accreted Values" and "Debt Service Schedule"), "THE TAX CREDIT BONDS" (excluding statements under the subcaption "Debt Service Schedule), "SECURITY FOR THE BONDS" and "LEGAL MATTERS—Tax Exemption," insofar as such statements purport to summarize certain provisions of the Bonds, the District Resolution and the County Resolution and the Bond Counsel opinion on the tax status of the Bonds for federal and State income tax purposes, are accurate in all material respects;

(iii) the Bonds [(including the Tax Credit Certificates related thereto)] are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Resolutions are exempt from qualification pursuant to the Trust Indenture Act of 1939, as amended.

(4) Disclosure Counsel Opinion. A letter from Stradling Yocca Carlson & Rauth, a Professional Corporation, Disclosure Counsel, addressed to the Underwriter to the effect that, without having undertaken to determine independently the accuracy or completeness of the statements contained in the Official Statement, but on the basis of their participation in conferences with representatives of the District and others, and their examination of certain documents, nothing has come to their attention which has led them to believe that the Official Statement contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading (except that no opinion or belief need be expressed as to any financial or statistical data, assessed valuations, any forecasts, any assumptions or any expressions of opinion contained in the Official Statement, or as to any information related to Depository Trust Company).

(5) Certificate of the County. A certificate signed by an appropriate official of the County to the effect that (i) such official is authorized to execute this Purchase Contract; (ii) the representations, agreements and warranties of the County herein are true and correct in all material respects as of the date of Closing; (iii) the County has complied with all the terms of the County Resolution and this Purchase Contract to be complied with by the County prior to or concurrently with the Closing and such documents are in full force and effect; (iv) the Bonds being delivered on the date of the Closing to the Underwriter under this Purchase Contract substantially conform to the descriptions thereof contained in the County Resolution; (v) no event concerning the

County has occurred since the date of the Official Statement which has not been disclosed therein or in any supplement thereto, but should be disclosed in order to make the statements in the Official Statement in light of the circumstances in which they were made not misleading; and (vi) the information in the Official Statement under the caption "THE SERIES A BONDS—Riverside County Treasury Pool," was furnished by the County, and does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances in which they were made, not misleading;

(6) Certificate of the District. A certificate signed by an appropriate official of the District to the effect that (i) such official is authorized to execute this Purchase Contract; (ii) the representations, agreements and warranties of the District herein are true and correct in all material respects as of the date of Closing; (iii) the District has complied with all the terms of the District Resolution, the Continuing Disclosure Certificate and this Purchase Contract to be complied with by the District prior to or concurrently with the Closing and such documents are in full force and effect; (iv) such District official has reviewed the Official Statement and on such basis certifies that the Official Statement (other than the information therein [provided by the Insurer and] as to DTC and the book-entry system and CUSIP numbers, as to which no view is expressed) does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances in which they were made, not misleading; (v) the Bonds being delivered on the date of the Closing to the Underwriter under this Purchase Contract substantially conform to the descriptions thereof contained in the County Resolution; and (vi) no consent is required for inclusion of the District's Fiscal Year 2007-08 audit in the Official Statement;

(7) No Arbitrage. A nonarbitrage certificate of the District in form satisfactory to Bond Counsel;

(8) District Resolution. A certificate, together with a fully executed copy of the District Resolution, of the Clerk of the Board of Trustees to the effect that:

(i) such copy is a true and correct copy of the District Resolution; and

(ii) the District Resolution was duly adopted and has not been modified, amended, rescinded or revoked and is in full force and effect on the date of the Closing.

(9) District Counsel Opinion. An opinion of counsel to the District substantially in the form attached as Appendix B;

(10) County Resolution. A certificate, together with a fully executed copy of the County Resolution, of the Clerk of the Board of Supervisors to the effect that:

(i) such copy is a true and correct copy of the County Resolution; and

(ii) the County Resolution was duly adopted and has not been modified, amended, rescinded or revoked and is in full force and effect on the date of the Closing;

(11) County Counsel Opinion. An opinion of counsel to the County substantially in the form attached hereto as Appendix C;

(12) Official Statement. A copy of the "deemed final" certificate of the appropriate official of the District evidencing his or her determinations respecting the Preliminary Official Statement in accordance with the Rule; and

(13) Rating. Evidence as of the Closing Date satisfactory to the Underwriter that the Bonds have received, at a minimum, a rating of "___" from [Moody's Investors Service ("Moody's")] and a rating of "___" from [Standard & Poor's Ratings Services ("S&P")], [provided that, upon delivery of the Bonds, a policy insuring the payment when due of principal of and interest on the Bonds is issued by the Insurer and that such ratings have not been revoked or downgraded];

(14) [Bond Insurance. An executed municipal bond insurance policy (the "Policy") of the Insurer insuring the scheduled payment of principal of and interest on the Bonds, substantially in the form attached as Appendix H of the Official Statement;]

(15) [Opinion of Counsel to Insurer. An opinion of counsel to the Insurer, dated as of the date of Closing, addressed to the Underwriter and the District and the County in form and substance acceptable to the Underwriter, substantially to the effect that: (i) the Insurer has been duly incorporated and is validly existing and in good standing under the laws of the State of its incorporation; (ii) the Policy constitutes the legal, valid and binding obligation of the Insurer enforceable in accordance with its terms, subject, as to enforcement, to bankruptcy, insolvency, reorganization, rehabilitation and other similar laws of general applicability relating to or affecting creditors' and/or claimants' rights against insurance companies and to general equity principles; and (iii) the information contained in the Official Statement under the caption "BOND INSURANCE" does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;]

(16) Form 8038-G. Evidence that the federal tax information Form 8038-G has been prepared for filing;

(17) Notice of Final Sale. A copy of the Notice of Final Sale required to be delivered to the California Debt and Investment Advisory Commission pursuant to Section 8855 of the California Government Code;

(18) District Tax Credit Allocation. Evidence that the District has received an allocation of Qualified School Construction Bond authority for calendar year 2009 pursuant to Section 54A of the Code in an amount at least equal to the principal amount of the Bonds; and

(19) Other Documents. A duly executed copy of the Continuing Disclosure Certificate and such additional legal opinions, certificates, proceedings, instruments and other documents as the Underwriter may reasonably request to evidence compliance (i) by the County and the District with legal requirements; (ii) the truth and accuracy, as of the time of Closing, of the representations of the County and the District herein contained; (iii) the truth and accuracy, as of the time of Closing, of the Official Statement; and (iv) the due performance or satisfaction by the

County and the District at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the County and the District.

(f) Termination. If the County and/or the District shall be unable to satisfy the conditions to the Underwriter's obligations contained in this Purchase Contract prior to the close of business on the date of Closing and if such unsatisfied conditions have not been waived by the Underwriter, or if the Underwriter's obligations shall be terminated for any reason permitted by this Purchase Contract, this Purchase Contract shall terminate and be of no further force or effect except with respect to the obligations of the District and the Underwriter under Section 12 hereof.

11. Conditions to Obligations of the County and the District. The performance by the County and the District of their obligations hereunder is conditioned upon (i) the performance by the Underwriter of its obligations hereunder; and (ii) receipt by the District and the Underwriter of opinions and certificates being delivered at the Closing by persons and entities other than the County and the District.

12. Expenses. Pursuant to the Fiscal Agent Agreement, the Underwriter shall apply up to $_____ to pay the expenses listed in the following paragraph, as set forth in a written instruction from the District, and all amounts not expended for such purpose shall be paid to the District to be held in the Debt Service Fund under the County Resolution. The Underwriter shall pay from its own funds out-of-pocket expenses of the Underwriter, including the California Debt and Investment Advisory Commission fee, travel (except in connection with securing a rating on the Bonds) and other expenses incurred by it, including the fees of its counsel.

The District shall pay any expenses incident to the performance of its obligations hereunder from the proceeds of the Bonds (or from any other source of available funds of the District) which are not paid by the Underwriter from the amounts specified in the prior paragraph. The expenses to be paid by the Underwriter from the $_____ referenced in the prior paragraph include: (i) the cost of the preparation and reproduction of the Resolutions; (ii) the fees and expenses of consultants; (iii) the fees and disbursements of Bond Counsel; (iv) the cost of the preparation, printing and delivery of the Bonds; (v) the cost of the preparation, printing and delivery of the Preliminary Official Statement, the Official Statement, and any amendment or supplement thereto in the quantity requested by the Underwriter in accordance herewith; (vi) initial rating fees of [Standard & Poor's Ratings Services and Moody's Investors Service]; (vii) fees and expenses of the Paying Agent for the Bonds[, and (viii) the premium for the Policy issued by the Insurer, if acquired].

In the event that the Closing does not occur, the Underwriter shall not be responsible for any costs related to the proposed issuance of the Bonds, which costs, if any are due, shall be the responsibility of the District.

13. Notices. Any notice or other communication to be given under this Purchase Contract (other than the acceptance hereof as specified in the first paragraph hereof) may be given by delivering the same in writing if to the County, to the Treasurer-Tax Collector of the County of Riverside, 4080 Lemon Street, Riverside, California 92501; if to the District, to the Superintendent, Beaumont Unified School District, 500 Grace Avenue, Beaumont, California 92223; or if to the Underwriter, to Piper Jaffray & Co., 1235 Hermosa Avenue, Suite 300, Hermosa Beach, California 90254, Attention: _____.

14. Parties in Interest; Survival of Representations and Warranties. This Purchase Contract, when accepted by the District and the County, in writing, shall constitute the entire agreement among the County, the District and the Underwriter. This Purchase Contract is made solely for the benefit of the County, the District and the Underwriter (including the successors or assigns of the Underwriter). No person shall acquire or have any rights hereunder or by virtue hereof. All representations, warranties and agreements of the County and the District in this Purchase Contract shall survive regardless of (a) any investigation or any statement in respect thereof made by or on behalf of the Underwriter, (b) delivery of and payment by the Underwriter for the Bonds hereunder, and (c) any termination of this Purchase Contract.

15. Severability. If any one or more of the provisions in this Purchase Contract to be performed on the part of the District, the County or the Underwriter should be determined by a court of competent jurisdiction to be contrary to law, such provisions shall be null and void and shall be deemed separate from the remaining provisions herein contained and shall in no way affect the validity of the remaining provisions of this Purchase Contract.

16. No Prior Agreements. This Purchase Contract supersedes and replaces all prior negotiations, agreements and understandings between the parties hereto in relation to the sale of the Bonds.

17. Execution in Counterparts. This Purchase Contract may be executed in several counterparts each of which shall be regarded as an original and all of which shall constitute but one and the same document.

18. Applicable Law. This Purchase Contract shall be interpreted, governed and enforced in accordance with the law of the State of California applicable to contracts made and performed in such State.

Very truly yours,

PIPER JAFFRAY & CO.

By: _____
Authorized Representative

The foregoing is hereby agreed to and accepted as of the date first above written:

COUNTY OF RIVERSIDE

By: _____
Treasurer-Tax Collector

APPROVED AS TO FORM:

PAMELA J. WALLS, County Counsel

By: _____
Deputy County Counsel

BEAUMONT UNIFIED SCHOOL DISTRICT

By: _____
Assistant Superintendent, Business Services

APPENDIX A

MATURITY SCHEDULE

ELECTION OF 2008 GENERAL OBLIGATION BONDS SERIES A

$_____ Series __ Current Interest Serial Bonds

Maturity Date (_____ 1)	*Principal Amount*	*Interest Rate*	*Yield*

[C] Yield to par call date of _____ 1, 20__.

$_____ _____% Term Bonds due _____ 1, 20__ - Yield _____%

$_____ Series __ Capital Appreciation Bonds

Maturity Date (_____ 1)	*Original Principal Amount*	*Reoffering Principal Amount*	*Accretion Rate*	*Reoffering Yield to Maturity*	*Maturity Value*

$_____ Series __ Convertible Capital Appreciation Bonds

Maturity Date (_____ 1)	*Original Principal Amount*	*Conversion Date*	*Reoffering Principal Amount*	*Accretion Rate*	*Reoffering Yield to Maturity*	*Conversion Value*	*Coupon Upon Conversion*

TAXABLE ELECTION OF 2008 GENERAL OBLIGATION BONDS SERIES B
(BUILD AMERICA BONDS — DIRECT PAYMENT TO DISTRICT)

$_____ Series __ Current Interest Serial Bonds

Maturity Date (_____ 1)	*Principal Amount*	*Interest Rate*	*Yield*

[C] Yield to par call date of _____ 1, 20__.

$_____ _____% Term Bonds due _____ 1, 20__ - Yield _____%

TAXABLE ELECTION OF 2008 GENERAL OBLIGATION BONDS

SERIES C QUALIFIED SCHOOL CONSTRUCTION BONDS (TAX CREDIT BONDS)

Maturity Date (_____ 1)	*Original Principal Amount*	*Interest Rate*	*Yield*	*Tax Credit Rate*

Redemption Provisions

No Redemption of Series__ Capital Appreciation Bonds[, and Convertible Capital Appreciation Bonds]. The Series__ Capital Appreciation Bonds[, and Convertible Capital Appreciation Bonds] are [not subject to redemption prior to maturity].

Optional Redemption of the Series__ Current Interest Bonds. The Series__ Current Interest Bonds maturing on or before _____ 1, 20___, are not subject to redemption prior to their maturity dates. Any Series__ Current Interest Bonds maturing on or after _____ 1, 20___ may be redeemed before maturity at the option of the District, from any source of funds on any date, on or after _____ 1, 20___, as a whole, or in part in such manner as directed by the District and by lot within a maturity if not otherwise directed by the District. For the purposes of such selection, Series__ Current Interest Bonds will be deemed to consist of $5,000 portions, and any such portion may be separately redeemed. Any Series__ Current Interest Bonds called prior to

maturity will be redeemed at the following redemption prices, expressed as a percentage of the principal amount thereof, together with accrued interest to the date of redemption:

Redemption Date	***Redemption Price***
_____ 1, ____ and _____ 1, ____	%
_____ 1, ____ and _____ 1, ____	
_____ 1, ____ and thereafter	

Sinking Fund Redemption for the Term Series__ Current Interest Bonds. The Term Series __ Current Interest Bonds maturing on _____, 20__ are subject to mandatory sinking fund redemption on the following dates and in the following amounts at a redemption price equal to the principal amount to be redeemed, together with accrued interest to the redemption date, without premium:

Date	***Principal Amount To Be Redeemed***

†

† Final Maturity.

The Qualified School Construction Bonds are not subject to optional or mandatory sinking fund redemption prior to their stated maturity. The principal of all of the Qualified School Construction Bonds matures on _____, 20__.

The Qualified School Construction Bonds are subject to extraordinary mandatory redemption, in whole or in part, on _____, 20__, or, in the event of an extension negotiated with the IRS, on or after _____, 20__ and before _____, 20__, in authorized denominations, and on a tax credit redemption date, at a redemption price equal to the principal amount of the Qualified School Construction Bonds called for redemption, in an amount equal to the unexpended proceeds of the sale of the Qualified School Construction Bonds held by the District, but only to the extent that the District fails to expend all of the proceeds of the Qualified School Construction Bonds within three years of issuance thereof and no extension of the period for expenditure has been granted by the IRS.

Upon a Determination of Loss of Qualified School Construction Bond Status (as defined below) the Qualified School Construction Bonds are subject to extraordinary mandatory redemption prior to their fixed maturity date, in whole, on the date designated by the District, which date shall be a date on or prior to the _____ 15 following the next succeeding _____ 1 after a Determination of Loss of Qualified School Construction Bond Status, at a redemption price equal to (i) the principal amount of the Qualified School Construction Bonds to be redeemed, plus, (ii) if the Redemption Premium is a positive number, the Redemption Premium, plus (iii) accrued interest on (i) (calculated at the Tax Credit Rate) from the last Tax Credit Date immediately preceding the redemption date to the date of redemption.

In addition, in the event that any Tax Credits previously recognized by Owners are determined to be ineligible as Tax Credits as a result of the loss of status of the Qualified School Construction Bonds as Qualified School Construction Bonds under the Code, the redemption price shall include an additional amount equal to the amount of such Tax Credits, plus interest thereon from the date of such Tax Credits to the date of redemption, at a rate equal to the large corporate underpayment rate determined from time to time by the Internal Revenue Service. The registration books maintained by the Paying Agent shall be utilized to determine the Owners which are entitled to payment of the amounts described in this paragraph.

In the event that the ownership of the Tax Credit Certificates affixed to the Qualified School Construction Bonds has been separated from the ownership of the Qualified School Construction Bonds and registered separately, the Tax Credit Strips related to the redeemed Principal Strips will be called for redemption in the same manner as the Qualified School Construction Bonds pursuant to the foregoing, and the redemption price therefor will be allocated to the Principal Strips and the Tax Credit Strips in the proportions and values set forth in "APPENDIX G – TABLE OF REDEMPTION VALUES."

The term "Date of Loss of Qualified School Construction Bond Status" means the date specified in a Determination of Loss of Qualified School Construction Bond Status as the date from and after which the Qualified School Construction Bonds lost their status, or failed to qualify, as Qualified School Construction Bonds as a result of an Accountable Event of Loss of Qualified School Construction Bond Status, which date could be as early as the date of issuance of the Qualified School Construction Bonds.

The term "Determination of Loss of Qualified School Construction Bond Status" means (a) a final determination by the IRS (after the District has exhausted all administrative appeal remedies) determining that an Accountable Event of Loss of Qualified School Construction Bond Status has occurred and specifying the Date of Loss of Qualified School Construction Bond Status, or (b) a non-appealable holding by a court of competent jurisdiction holding that an Accountable Event of Loss of Qualified School Construction Bond Status has occurred and specifying the Date of Loss of Qualified School Construction Bond Status.

The term "Accountable Event of Loss of Qualified School Construction Bond Status" means (a) any act or any failure to act on the part of the District or the County, which act or failure to act is a breach of a covenant or agreement of the District or the County contained in the District Resolution, the Bond Resolution, the Paying Agent Agreement, the Tax Certificate respecting the issuance of the Qualified School Construction Bonds, or the Qualified School Construction Bonds and which act or failure to act causes the Qualified School Construction Bonds to lose their status, or fail to qualify, as Qualified School Construction Bonds, or (b) the making by the District or the County of any representation contained in the District Resolution, the Bond Resolution, the Paying Agent Agreement, the Tax Certificate or the Qualified School Construction Bonds, which representation was untrue when made and the untruth of which representation at such time causes the Qualified School Construction Bonds to lose their status, or fail to qualify, as Qualified School Construction Bonds under the Code.

"Redemption Premium" means, as calculated by the District (or, at the District's option, its Designated Investment Banker), the greater of (x) zero and (y) (a) the sum of the present values of the remaining scheduled payments of principal of and Tax Credits related to the Qualified School Construction Bonds to be so redeemed (exclusive of interest accrued to the date of redemption) discounted to the date of redemption on a semiannual basis (assuming a 360-day year consisting of 12 months of 30 days each) at a rate per annum equal to the Treasury Rate, minus (b) the principal amount of the Qualified School Construction Bonds to be so redeemed.

For the purpose of determining the Treasury Rate, the following definitions apply:

"Treasury Rate" means the rate per annum, expressed as a percentage of the principal amount, equal to the semiannual equivalent yield to maturity or interpolated maturity of the Comparable Treasury Issue, assuming that the Comparable Treasury Issue is purchased on the redemption date for a price equal to the Comparable Treasury Price, as calculated by the Designated Investment Banker.

"Comparable Treasury Issue" means the U.S. Treasury security or securities selected by the Designated Investment Banker which has an actual or interpolated maturity comparable to the remaining average life, as of the redemption date, of the Qualified School Construction Bonds to be redeemed, and that would be utilized in accordance with customary financial practice in pricing new issues of debt securities of comparable maturity to the remaining average life, as of the redemption date, of the Qualified School Construction Bond to be redeemed.

"Comparable Treasury Price" means (a) if the Designated Investment Banker receives at least four Reference Treasury Dealer Quotations, the average of such quotations for the date on which such Qualified School Construction Bonds are to be redeemed, after excluding the highest and lowest Reference Treasury Dealer Quotations, or (b) if the Designated Investment Banker obtains fewer than four Reference Treasury Dealer Quotations, the average of all such quotations.

"Designated Investment Banker" means one of the Reference Treasury Dealers designated by the District.

"Reference Treasury Dealer" means the original underwriter of the Qualified School Construction Bonds, their successors and other firms, as specified by the District from time to time, that are primary U.S. government securities dealers in the City of New York, New York; provided, however, that if any such firm ceases to be such a primary treasury dealer, the District will substitute another primary treasury dealer for such firm.

"Reference Treasury Dealer Quotations" means, with respect to each Reference Treasury Dealer, the average, as determined by the Designated Investment Banker, of the bid and asked prices for the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing to the Designated Investment Banker by such Reference Treasury Dealer at 3:30 p.m., New York City time, on the third business day preceding the date on which such Qualified School Construction Bonds are to be redeemed.

CAPITAL APPRECIATION BOND ACCRETED VALUE TABLE

[TO COME]

CONVERTIBLE CAPITAL APPRECIATION BOND ACCRETED VALUE TABLE

[TO COME]

APPENDIX B

FORM OF DISTRICT COUNSEL OPINION

$_____
BEAUMONT UNIFIED SCHOOL DISTRICT
(RIVERSIDE COUNTY , CALIFORNIA)
[TAXABLE] ELECTION OF 2008 GENERAL OBLIGATION BONDS SERIES __

(Introduction)

1. The District is a school district duly organized and existing pursuant to the Constitution and the laws of the State of California.

2. The District Resolution was duly adopted at a meeting of the governing body of the District which was called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting at the time of adoption.

3. The District Resolution has been duly executed and remains in effect and is valid, binding and enforceable against the District except as limited by bankruptcy, moratorium, reorganization, insolvency or other laws affecting creditors' rights generally or by the exercise of judicial discretion in accordance with general principles of equity or otherwise in appropriate cases.

4. To our knowledge, there is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body, pending or threatened against the District, which would adversely impact the District's ability to complete the transactions described in and contemplated by the Official Statement, to restrain or enjoin the levy or collection of tax revenues pledged for the Bonds or in any way contesting or affecting the validity of the District Resolution or the Bonds or the transactions described in and contemplated by the Official Statement wherein an unfavorable decision, ruling or finding would adversely affect the validity and enforceability of the District Resolution or the Bonds or in which a final adverse decision could materially adversely affect the operations of the District.

Very truly yours,

APPENDIX C

FORM OF OPINION OF COUNTY COUNSEL

BEAUMONT UNIFIED SCHOOL DISTRICT
(RIVERSIDE COUNTY , CALIFORNIA)
[TAXABLE] ELECTION OF 2008 GENERAL OBLIGATION BONDS SERIES __

(Introduction)

1. The County is a political subdivision duly organized and existing pursuant to the Constitution and the laws of the State of California.

2. The County Resolution was duly adopted at a meeting of the governing body of the County which was called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting at the time of adoption.

3. The County Resolution has been duly executed and remains in effect and is valid, binding and enforceable against the County except as limited by bankruptcy, moratorium, reorganization, insolvency or other laws affecting creditors' rights generally or by the exercise of judicial discretion in accordance with general principles of equity or otherwise in appropriate cases.

4. To our knowledge, there is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body, pending or threatened against the County, which would adversely impact the County's ability to complete the transactions described in and contemplated by the Official Statement, to restrain or enjoin the levy or collection of tax revenues pledged for the Bonds or in any way contesting or affecting the validity of the County Resolution or the Bonds or the transactions described in and contemplated by the Official Statement wherein an unfavorable decision, ruling or finding would adversely affect the validity and enforceability of the County Resolution or the Bonds or in which a final adverse decision could materially adversely affect the operations of the County.

5. To our knowledge, the obligations of the County under the Bonds, and the approval of the Official Statement and compliance with the provisions thereof, under the circumstances contemplated thereby, do not and will not in any material respect conflict with or constitute on the part of the County a breach of or default under any agreement or other instrument to which the County is a party or by which it is bound or any existing law, regulation, court order or consent decree to which the County is subject.

Very truly yours,

County Counsel

EXHIBIT C

FORM OF CURRENT INTEREST BOND

R-_____ $_____

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY (AS DEFINED IN THE RESOLUTION) TO THE BOND REGISTRAR FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY BOND ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

UNITED STATES OF AMERICA
STATE OF CALIFORNIA
COUNTY OF RIVERSIDE

BEAUMONT UNIFIED SCHOOL DISTRICT
RIVERSIDE COUNTY, CALIFORNIA
ELECTION OF 2008 GENERAL OBLIGATION BOND SERIES __

INTEREST RATE:	*MATURITY DATE:*	*DATED DATE:*	*CUSIP*
_____% per annum	_____ 1, 20___	_____ __, 2009	_____

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ AND NO/100 DOLLARS

The Beaumont Unified School District (the "District") Riverside County, California (the "County"), for value received, promises to pay to the Registered Owner named above, or registered assigns, the Principal Amount on the Maturity Date, each as stated above, and interest thereon until the Principal Amount is paid or provided for at the Interest Rate stated above, on _____ 1 and _____ 1 of each year, commencing _____ 1, 2010 (each, a "Bond Payment Date"). This bond will bear interest from the Bond Payment Date next preceding the date of authentication hereof unless it is authenticated as of a day during the period from the 16th day of the month next preceding any Bond Payment Date to the Bond Payment Date, inclusive, in which event it shall bear interest from such Bond Payment Date, or unless it is authenticated on or before the first Record Date, in which event it shall bear interest from its Dated Date; provided, however, that, if at the time of registration of this bond interest with respect hereto is in default, interest with respect hereto shall be payable from the Bond Payment Date to which interest has previously been paid or made available for payment). Principal and interest are payable in lawful money of the United States of America,

without deduction for the paying agent services, to the person in whose name this bond (or, if applicable, one or more predecessor bonds) is registered (the "Registered Owner") on the register maintained by the Paying Agent, initially Zions National Bank Principal is payable when due upon presentation and surrender of this bond at the principal office of the Paying Agent. Interest is payable by check mailed by the Paying Agent on each Bond Payment Date to the Registered Owner as shown and at the address appearing on said register at the close of business on the 15th day of the calendar month next preceding that Bond Payment Date (the "Record Date"); provided that a Registered Owner of bonds in the aggregate principal amount of $1,000,000 or more may request in writing to the Paying Agent that the Registered Owner be paid interest by wire transfer to the bank and account number on file with the Paying Agent as of the Record Date.

The bonds of this issue (the "Bonds") are comprised of $_____ principal amount of Convertible Capital Appreciation Bonds, $_____ principal amount of Capital Appreciation Bonds and $_____ principal amount of Current Interest Bonds of which this bond is a part.

The Bonds have been issued in the principal amount of $_____ to finance the acquisition of land and the construction, equipping, furnishing, reconstruction, rehabilitation and replacement of school facilities and sites under authority of and pursuant to the laws of the State of California, and the requisite fifty-five percent vote of the electors of the District cast at an election held on November 4, 2008, upon the question of issuing bonds in the amount of $125,000,000 and the resolution of the Board of Education of the District adopted on October 13, 2009 (the "District Resolution") and the resolution of the County Board of Supervisors adopted on _____, 2009 (the "Bond Resolution"). Any capitalized terms not defined herein shall have the meaning set forth in the Bond Resolution. This bond and the issue of which this bond is a part are payable as to both principal and interest from the proceeds of the levy of ad valorem taxes on all property subject to such taxes in the District, which taxes are, under the laws now in force, unlimited as to rate or amount. THE BONDS OF THIS ISSUE ARE GENERAL OBLIGATION BONDS OF THE DISTRICT AND DO NOT CONSTITUTE A DEBT, LIABILITY OR OBLIGATION OF THE COUNTY. NO PART OF ANY FUND OF THE COUNTY IS PLEDGED OR OBLIGATED TO THE PAYMENT OF THE BONDS OF THIS ISSUE.

This bond is exchangeable and transferable for Bonds of other authorized denominations at the principal office of the Paying Agent, by the Registered Owner or by a person legally empowered to do so, upon presentation and surrender hereof to the Paying Agent, together with a request for exchange or an assignment signed by the Registered Owner or by a person legally empowered to do so, in a form satisfactory to the Paying Agent, all subject to the terms, limitations and conditions provided in the Bond Resolution. All fees and costs of transfer shall be paid by the transferor. The District, the County and the Paying Agent may deem and treat the Registered Owner as the absolute owner of this bond for the purpose of receiving payment of or on account of principal or interest and for all other purposes, and neither the District, the County nor the Paying Agent shall be affected by any notice to the contrary.

Neither the District, the County nor the Paying Agent will be required (a) to issue or transfer any Bond during a period beginning with the opening of business on the 15th business day next preceding either any Bond Payment Date or any date of selection of Bonds to be redeemed and ending with the close of business on the Bond Payment Date or day on which the applicable notice of redemption is given or (b) to transfer any Bond which has been selected or called for redemption in whole or in part.

The Current Interest Bonds maturing on or before _____ 1, 20___, are not subject to redemption prior to their maturity dates. Any Current Interest Bonds maturing on or after _____ 1, 20___ may be redeemed before maturity at the option of the District, from any source of funds, on any date on or after _____ 1, 20___, as a whole, or in part in such manner as directed by the District and by lot within a maturity if not otherwise directed by the District. For the purposes of such selection, Current Interest Bonds will be deemed to consist of $5,000 portions, and any such portion may be separately redeemed. Any Current Interest Bonds called prior to maturity will be redeemed at the following redemption prices, expressed as a percentage of the principal amount thereof, together with accrued interest to the date of redemption:

Redemption Date	***Redemption Price***
_____ 1, ____ and _____ 1, ____	%
_____ 1, ____ and _____ 1, ____	
_____ 1, ____ and thereafter	

The Current Interest Bonds maturing on _____ 1, 20___ are subject to mandatory sinking fund redemption on the following dates and in the following amounts at a redemption price equal to the principal amount to be redeemed, together with accrued interest to the redemption date, without premium:

Year ***(_____ 1)***	***Principal Amount To Be Redeemed***

*

* Final Maturity

If less than all of the Bonds of any one maturity shall be called for redemption, the particular Bonds or portions of Bonds of such maturity to be redeemed shall be selected by lot at the direction of the District by the Paying Agent in such manner as the Paying Agent in its discretion may determine; provided, however, that the portion of any Bond to be redeemed shall be in the principal amount of $5,000 or some multiple thereof and that, in selecting Bonds for redemption, the Paying Agent shall treat each Bond as representing that number of Bonds which is obtained by dividing the principal amount of such Bond by $5,000.

The rights and obligations of the County and of the Owners of the Bonds may be modified or amended at any time by a supplemental resolution adopted by the County in certain cases with the written consent of Owners of at least 60% in aggregate Bond Obligation of the Outstanding Bonds and other bonds issued under the Resolution, exclusive of Bonds, if any, owned by the County and in certain cases without the consent of the Owners as further specified in the Resolution.

Reference is made to the Bond Resolution for a more complete description of the provisions, among others, with respect to the nature and extent of the security for the Bonds of this series, the rights, duties and obligations of the District, the County, the Paying Agent and the Registered

Owners, and the terms and conditions upon which the Bonds are issued and secured. The Registered Owner of this Election of 2008 General Obligation Bond Series __ assents, by acceptance hereof, to all of the provisions of the Bond Resolution.

It is certified and recited that all acts and conditions required by the Constitution and laws of the State of California to exist, to occur and to be performed or to have been met precedent to and in the issuing of the Bonds described herein in order to make them legal, valid and binding general obligation bonds of the District, have been performed and have been met in regular and due form as required by law; that payment in full for the Bonds has been received; that no statutory or constitutional limitation on indebtedness or taxation has been exceeded in issuing the Bonds; and that due provision has been made for levying and collecting ad valorem property taxes on all of the taxable property within the District in an amount sufficient to pay principal and interest when due.

This bond shall not be valid or obligatory for any purpose and shall not be entitled to any security or benefit under the Bond Resolution until the Certificate of Authentication below has been signed.

IN WITNESS WHEREOF, the Board of Supervisors has caused this Bond to be executed on behalf of the District, by the facsimile signatures of the Chairman of the Board of Supervisors of the County and the Treasurer-Tax Collector of the County, and to be countersigned by the facsimile signature of the Clerk of the Board of Supervisors of the County, and has caused the seal of the County to be affixed hereto, all as of the date stated above.

[SEAL]

_____
Chairman of the Board of Supervisors

COUNTERSIGNED:

_____
Clerk of the Board of Supervisors

_____
Treasurer-Tax Collector of the County of Riverside

(FORM OF CERTIFICATE OF AUTHENTICATION)

This bond is one of the Current Interest Bonds described in the Bond Resolution referred to herein, which has been authenticated and registered on _____ __, 2009.

Zions National Bank, as Paying Agent

By: _____
Its: Authorized Officer

(FORM OF LEGAL OPINION)

The following is a true copy of the opinion rendered by Stradling Yocca Carlson & Rauth, a Professional Corporation, in connection with the issuance of, and dated as of the date of the original delivery of, the Bonds. A signed copy is on file in my office.

_____
Clerk of the Board of Supervisors of the County of Riverside

(FORM OF STATEMENT OF INSURANCE)

[TO COME]

(FORM OF ASSIGNMENT)

For value received the undersigned hereby sells, assigns and transfers unto

_____

_____

_____

(Name, Address, and Tax Identification or Social Security Number of Assignee)

the within-mentioned Bond and hereby irrevocably constitute(s) and appoint(s) attorney, to transfer the same on the registration books of the Trustee with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

_____

Note: Signature(s) must be guaranteed by an eligible guarantor institution.

_____

Note: The signature(s) on this Assignment must correspond with the names as written on the face of the within Bond in every particular without alteration or enlargement or any change whatsoever.

FORM OF CAPITAL APPRECIATION BOND

R-___ $_____

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY (AS DEFINED IN THE RESOLUTION) TO THE BOND REGISTRAR FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY BOND ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

UNITED STATES OF AMERICA
STATE OF CALIFORNIA
COUNTY OF RIVERSIDE

BEAUMONT UNIFIED SCHOOL DISTRICT
RIVERSIDE COUNTY, CALIFORNIA
ELECTION OF 2008 GENERAL OBLIGATION BOND SERIES __

YIELD TO MATURITY:	*MATURITY DATE:*	*DATE OF ISSUANCE:*	*CUSIP*
	_____ 1, 20__	_____ __, 2009	

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT:

MATURITY VALUE:

The Beaumont Unified School District (the "District") in Riverside County, California, for value received, promises to pay to the Registered Owner named above, or registered assigns, the Maturity Value on the Maturity Date, each as stated above. Interest due and payable on the Maturity Date consists of interest compounded from the Date of Issuance at the Yield to Maturity specified above to the Maturity Date, assuming that the sum of such compounded interest and the Principal Amount hereof increases in equal daily amounts on the basis of a 360-day year consisting of twelve 30-day months (interest, together with the Principal Amount hereof, being herein called the "Accreted Value"). Accreted Value is payable in lawful money of the United States of America, without deduction for the paying agent services, to the person in whose name this bond (or, if applicable, one or more predecessor bonds) is registered (the "Registered Owner") on the register maintained by the Paying Agent, initially Zions National Bank Accreted Value is payable upon presentation and surrender of this bond at the principal office of the Paying Agent.

The bonds of this issue (the "Bonds") are comprised of $_____ principal amount of Current Interest Bonds (each a "Current Interest Bond"), $_____ principal amount of

Convertible Capital Appreciation Bonds and Capital Appreciation Bonds (each a "Capital Appreciation Bond") of which this bond is a part, in $_____ Principal Amount and $_____ Maturity Value.

The Bonds have been issued to finance the construction, equipping, furnishing, reconstruction, rehabilitation and replacement of school facilities and sites under authority of and pursuant to the laws of the State of California, and the requisite fifty-five percent vote of the electors of the District cast at an election held on November 4, 2008, upon the question of issuing bonds in the amount of $125,000,000 and the resolutions of the Board of Education of the District adopted on October 13, 2009 (the "District Resolution") and the resolution of the Board of Supervisors of the County of Riverside (the "County") adopted on _____, 2009 (the "Bond Resolution"). Any capitalized terms not defined herein shall have the meaning set forth in the Bond Resolution. This bond and the issue of which this bond is a part are payable as to both principal and interest from the proceeds of the levy of ad valorem taxes on all property subject to such taxes in the District, which taxes, under the laws now in force, are unlimited as to rate or amount. THE BONDS OF THIS ISSUE ARE GENERAL OBLIGATION BONDS OF THE DISTRICT AND DO NOT CONSTITUTE A DEBT, LIABILITY OR OBLIGATION OF THE COUNTY. NO PART OF ANY FUND OR MONEYS OF THE COUNTY IS PLEDGED OR OBLIGATED TO THE PAYMENT OF THE BONDS OF THIS ISSUE.

This bond is exchangeable and transferable for Capital Appreciation Bonds of like tenor, maturity and Transfer Amount (as defined in the Bond Resolution) and in authorized denominations at the principal office of the Paying Agent, by the Registered Owner or by a person legally empowered to do so, upon presentation and surrender hereof to the Paying Agent, together with a request for exchange or an assignment signed by the Registered Owner or by a person legally empowered to do so, in a form satisfactory to the Paying Agent, all subject to the terms, limitations and conditions provided in the Bond Resolution. All fees and costs of transfer shall be paid by the transferor. The District, the County and the Paying Agent may deem and treat the Registered Owner as the absolute owner of this bond for the purpose of receiving payment of or on account of principal or interest and for all other purposes, and neither the District, the County nor the Paying Agent shall be affected by any notice to the contrary.

Neither the District, the County nor the Paying Agent will be required (a) to issue or transfer this bond during a period beginning with the opening of business on the 15th business day next preceding either the Maturity Date or any date of selection of Bonds to be redeemed and ending with the close of business on the Maturity Date or day on which the applicable notice of redemption is given or (b) to transfer any Bonds which have been selected or called for redemption in whole or in part.

The Capital Appreciation Bonds are subject to optional redemption prior to maturity as set forth in the Bond Resolution.

The Capital Appreciation Bonds maturing on _____ 1, 20___ are subject to mandatory sinking fund redemption on the following dates and in the following amounts at a redemption price equal to the principal amount to be redeemed, together with accrued interest to the redemption date, without premium:

Year (_____ 1)	*Principal Amount To Be Redeemed*

The rights and obligations of the County and of the Owners of the Bonds may be modified or amended at any time by a supplemental resolution adopted by the County in certain cases with the written consent of Owners of at least 60% in aggregate Bond Obligation of the Outstanding Bonds and other bonds issued under the Resolution, exclusive of Bonds, if any, owned by the County and in certain cases without the consent of the Owners as further specified in the Resolution.

Reference is made to the Bond Resolution for a more complete description of the provisions, among others, with respect to the nature and extent of the security for the Bonds of this series, the rights, duties and obligations of the District, the County, the Paying Agent and the Registered Owners, and the terms and conditions upon which the Bonds are issued and secured. The Registered Owner of this bond assents, by acceptance hereof, to all of the provisions of the Bond Resolution.

It is certified and recited that all acts and conditions required by the Constitution and laws of the State of California to exist, to occur and to be performed or to have been met precedent to and in the issuing of the Bonds in order to make them legal, valid and binding general obligations of the District, have been performed and have been met in regular and due form as required by law; that payment in full for the Bonds has been received; that no statutory or constitutional limitation on indebtedness or taxation has been exceeded in issuing the Bonds; and that due provision has been made for levying and collecting ad valorem property taxes on all of the taxable property within the District in an amount sufficient to pay principal and interest when due, and for levying and collecting such taxes the full faith and credit of the District are hereby pledged.

This bond shall not be valid or obligatory for any purpose and shall not be entitled to any security or benefit under the Bond Resolution until the Certificate of Authentication below has been signed.

IN WITNESS WHEREOF, the Board of Supervisors has caused this Election of 2008 General Obligation Bond Series __ to be executed on behalf of the District, in the official capacities and by the facsimile signatures of the Chairman of the Board of Supervisors of the County and the Treasurer-Tax Collector of the County, and to be countersigned by the facsimile signature of the Clerk of the Board of Supervisors of the County, and has caused the seal of the County to be affixed hereto, all as of the date stated above.

[SEAL]

By: _____
Chairman of the Board of Supervisors

COUNTERSIGNED:

_____
Clerk of the Board of Supervisors

_____
Treasurer-Tax Collector of the County of Riverside

CERTIFICATE OF AUTHENTICATION

This bond is one of the Capital Appreciation Bonds described in the Bond Resolution referred to herein, which has been authenticated and registered on _____, 2009.

Zions National Bank, as Paying Agent

By: _____
Its: Authorized Officer

(FORM OF LEGAL OPINION)

The following is a true copy of the opinion rendered by Stradling Yocca Carlson & Rauth, a Professional Corporation, in connection with the issuance of, and dated as of the date of the original delivery of, the Bonds. A signed copy is on file in my office.

_____
Clerk of the Board of Supervisors of the County of Riverside

(FORM OF STATEMENT OF INSURANCE)

(FORM OF ASSIGNMENT)

For value received the undersigned hereby sells, assigns and transfers unto

_____

_____

_____

(Name, Address, and Tax Identification or Social Security Number of Assignee)

the within-mentioned Bond and hereby irrevocably constitute(s) and appoint(s) _____ attorney, to transfer the same on the registration books of the Trustee with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

_____

Note: Signature(s) must be guaranteed by an eligible guarantor institution.

_____

Note: The signature(s) on this Assignment must correspond with the names as written on the face of the within Bond in every particular without alteration or enlargement or any change whatsoever.

FORM OF CONVERTIBLE CAPITAL APPRECIATION BOND

R-___ $_____

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY (AS DEFINED IN THE RESOLUTION) TO THE BOND REGISTRAR FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY BOND ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

UNITED STATES OF AMERICA
STATE OF CALIFORNIA
COUNTY OF RIVERSIDE

BEAUMONT UNIFIED SCHOOL DISTRICT
RIVERSIDE COUNTY, CALIFORNIA
ELECTION OF 2008 GENERAL OBLIGATION BOND SERIES __

YIELD THROUGH CONVERSION DATE:	*INTEREST RATE AFTER THE CONVERSION DATE*	*MATURITY DATE:*	*DATED AS OF:*	*CUSIP*
		_____ 1, ____		

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT:

MATURITY VALUE:

The Beaumont Unified School District (the "District") in Riverside County, California, for value received, promises to pay to the Registered Owner named above, or registered assigns, the Maturity Value on the Maturity Date, each as stated above. Interest due and payable on the Maturity Date consists of interest compounded from the Date of Issuance at the Yield through Conversion Date specified above to the Conversion Date, assuming that the sum of such compounded interest and the Principal Amount hereof increases in equal daily amounts on the basis of a 360-day year consisting of twelve 30-day months (interest, together with the Principal Amount hereof, being herein called the "Accreted Value"). After the Conversion Date, the District, for value received, promises to pay to the Registered Owner named above, interest on the Accreted Value as of the Conversion Date (the "Conversion Value") until the Conversion Value is paid or provided for at the Interest Rate stated above, on _____ 1 and _____ 1 of each year (the "Bond Payment Dates"), commencing _____ 1, ____ (first anniversary of Conversion Date). This bond will bear interest from the Bond Payment Date next preceding the date of authentication hereof unless it is

authenticated as of a day during the period from the 16th day of the month next preceding any Bond Payment Date to the Bond Payment Date, inclusive, in which event it shall bear interest from such Bond Payment Date, or unless it is authenticated on or before _____, in which event it will bear interest from the Conversion Date. The Conversion Value hereof and interest are payable in lawful money of the United States of America, without deduction for the paying agent services, to the person in whose name this bond (or, if applicable, one or more predecessor bonds) is registered (the "Registered Owner") on the register maintained by the Paying Agent, initially Zions National Bank Accreted Value and redemption premium, if any, are payable upon presentation and surrender of this bond at the principal office of the Paying Agent.

The bonds of this issue (the "Bonds") are comprised of $_____ principal amount of Current Interest Bonds (each a "Current Interest Bond"), $_____ principal amount of Capital Appreciation Bonds and Convertible Capital Appreciation Bonds (each a "Convertible Capital Appreciation Bond") of which this bond is a part, in $_____ Principal Amount and $_____ Conversion Value.

The Bonds have been issued to finance the construction, equipping, furnishing, reconstruction, rehabilitation and replacement of school facilities and sites under authority of and pursuant to the laws of the State of California, and the requisite fifty-five percent vote of the electors of the District cast at an election held on November 4, 2008, upon the question of issuing bonds in the amount of $125,000,000 and the resolutions of the Board of Education of the District adopted on October 13, 2009 (the "District Resolution") and the resolution of the Board of Supervisors of the County of Riverside (the "County") adopted on _____, 2009 (the "Bond Resolution"). Any capitalized terms not defined herein shall have the meaning set forth in the Bond Resolution. This bond and the issue of which this bond is a part are payable as to both principal and interest from the proceeds of the levy of ad valorem taxes on all property subject to such taxes in the District, which taxes, under the laws now in force, are unlimited as to rate or amount. THE BONDS OF THIS ISSUE ARE GENERAL OBLIGATION BONDS OF THE DISTRICT AND DO NOT CONSTITUTE A DEBT, LIABILITY OR OBLIGATION OF THE COUNTY. NO PART OF ANY FUND OR MONEYS OF THE COUNTY IS PLEDGED OR OBLIGATED TO THE PAYMENT OF THE BONDS OF THIS ISSUE.

This bond is exchangeable and transferable for Convertible Capital Appreciation Bonds of like tenor, maturity and Transfer Amount (as defined in the Bond Resolution) and in authorized denominations at the principal office of the Paying Agent, by the Registered Owner or by a person legally empowered to do so, upon presentation and surrender hereof to the Paying Agent, together with a request for exchange or an assignment signed by the Registered Owner or by a person legally empowered to do so, in a form satisfactory to the Paying Agent, all subject to the terms, limitations and conditions provided in the Bond Resolution. All fees and costs of transfer shall be paid by the transferor. The District, the County and the Paying Agent may deem and treat the Registered Owner as the absolute owner of this bond for the purpose of receiving payment of or on account of principal or interest and for all other purposes, and neither the District, the County nor the Paying Agent shall be affected by any notice to the contrary.

Neither the District, the County nor the Paying Agent will be required (a) to issue or transfer this bond during a period beginning with the opening of business on the 15th business day next preceding either the Maturity Date or any date of selection of Bonds to be redeemed and ending with the close of business on the Maturity Date or day on which the applicable notice of redemption is

given or (b) to transfer any Bonds which have been selected or called for redemption in whole or in part.

The Convertible Capital Appreciation Bonds are subject to optional redemption prior to maturity as set forth in the Bond Resolution.

The Convertible Capital Appreciation Bonds maturing on _____ 1, 20__ are subject to mandatory redemption from moneys in the Debt Service Fund prior to their stated maturity date, at the Accreted Value thereof without premium on each _____ 1 on and after _____ 1, 20__, in the Accreted Value as set forth in the following table:

Year (_____ *1)*	*Accreted Values*

Reference is made to the Bond Resolution for a more complete description of the provisions, among others, with respect to the nature and extent of the security for the Convertible Capital Appreciation Bonds of this series, the rights, duties and obligations of the District, the Paying Agent and the Registered Owners, and the terms and conditions upon which the bonds are issued and secured. The Registered Owner of this bond assents, by acceptance hereof, to all of the provisions of the Bond Resolution.

The rights and obligations of the County and of the Owners of the Bonds may be modified or amended at any time by a supplemental resolution adopted by the County in certain cases with the written consent of Owners of at least 60% in aggregate Bond Obligation of the Outstanding Bonds and other bonds issued under the Resolution, exclusive of Bonds, if any, owned by the County and in certain cases without the consent of the Owners as further specified in the Bond Resolution.

It is certified and recited that all acts and conditions required by the Constitution and laws of the State of California to exist, to occur and to be performed or to have been met precedent to and in the issuing of the Bonds in order to make them legal, valid and binding general obligations of the District, have been performed and have been met in regular and due form as required by law; that payment in full for the Bonds has been received; that no statutory or constitutional limitation on indebtedness or taxation has been exceeded in issuing the Bonds; and that due provision has been made for levying and collecting ad valorem property taxes on all of the taxable property within the District in an amount sufficient to pay principal and interest when due, and for levying and collecting such taxes the full faith and credit of the District are hereby pledged.

This bond shall not be valid or obligatory for any purpose and shall not be entitled to any security or benefit under the Bond Resolution until the Certificate of Authentication below has been signed.

IN WITNESS WHEREOF, the Board of Supervisors has caused this Bond to be executed on behalf of the District, in the official capacities and by the facsimile signatures of the Chairman of the Board of Supervisors of the County and the Treasurer-Tax Collector of the County, and to be countersigned by the facsimile signature of the Clerk of the Board of Supervisors of the County, and has caused the seal of the County to be affixed hereto, all as of the date stated above.

[SEAL]

By: _____
Chairman of the Board of Supervisors

COUNTERSIGNED:

_____
Clerk of the Board of Supervisors

_____
Treasurer-Tax Collector of the County of Riverside

CERTIFICATE OF AUTHENTICATION

This bond is one of the Convertible Capital Appreciation Bonds described in the Bond Resolution referred to herein, which has been authenticated and registered on _____, 2009.

Zions National Bank, as Paying Agent

By: _____
Its: Authorized Officer

(FORM OF LEGAL OPINION)

The following is a true copy of the opinion rendered by Stradling Yocca Carlson & Rauth, a Professional Corporation, in connection with the issuance of, and dated as of the date of the original delivery of, the Bonds. A signed copy is on file in my office.

_____
Clerk of the Board of Supervisors of the County of Riverside

(FORM OF STATEMENT OF INSURANCE)

(FORM OF ASSIGNMENT)

For value received the undersigned hereby sells, assigns and transfers unto

_____

_____

_____

(Name, Address, and Tax Identification or Social Security Number of Assignee)

the within-mentioned Bond and hereby irrevocably constitute(s) and appoint(s) _____ attorney, to transfer the same on the registration books of the Trustee with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

_____

Note: Signature(s) must be guaranteed by an eligible guarantor institution.

_____

Note: The signature(s) on this Assignment must correspond with the names as written on the face of the within Bond in every particular without alteration or enlargement or any change whatsoever.

PAYING AGENT AND TRANSFER AGENT AGREEMENT

among the

BEAUMONT UNIFIED SCHOOL DISTRICT,

TREASURER-TAX COLLECTOR OF THE
COUNTY OF RIVERSIDE, CALIFORNIA,

and

U.S. BANK NATIONAL ASSOCIATION,
as Paying Agent

Dated as of _____ 1, 2009

Relating to the

$_____
BEAUMONT UNIFIED SCHOOL DISTRICT
ELECTION OF 2008 GENERAL OBLIGATION BONDS
QUALIFIED SCHOOL CONSTRUCTION BONDS
SERIES ____,
(TAX CREDIT BONDS)

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PAYING AGENT AND TRANSFER AGENT AGREEMENT

This PAYING AGENT AND TRANSFER AGENT AGREEMENT, dated as of _____, 2009 (the "Agreement"), among U.S. BANK NATIONAL ASSOCIATION, a national banking association duly organized and existing under the laws of the United States of America, as paying agent and transfer agent (the "Paying Agent"), the BEAUMONT UNIFIED SCHOOL DISTRICT, a school district duly organized and existing under and by virtue of the Constitution and laws of the State of California (the "District"), and the TREASURER-TAX COLLECTOR OF THE COUNTY OF RIVERSIDE, CALIFORNIA, acting in its official capacity as ex officio treasurer of the District (the "County"),

W I T N E S S E T H:

WHEREAS, a duly called election was held in the Beaumont Unified School District (the "District"), County of Riverside (the "County"), State of California, on November 4, 2008 (the "Election") and thereafter canvassed pursuant to law;

WHEREAS, at such election there was submitted to and approved by the requisite fifty-five percent (55%) vote of the qualified electors of the District a question as to the issuance and sale of general obligation bonds of the District for various purposes set forth in the ballot submitted to the voters, in the maximum amount of $125,000,000, payable from the levy of an ad valorem tax against the taxable property in the District (the "Authorization");

WHEREAS, at this time this Board of Trustees (the "Board") has determined that it is necessary and desirable to request the Board of Supervisors of the County to issue a first series of such bonds in an aggregate principal amount not to exceed $_____ to be styled as the "Beaumont Unified School District (Riverside County, California) Election of 2008 General Obligations Bonds, Qualified School Construction Bonds, Series _____ (Tax Credit Bonds)" (the "Bonds") on behalf of the District;

WHEREAS, the American Recovery and Reinvestment Act of 2009 grants a national allocation of $11 billion to provide for the issuance of qualified school construction bonds, in accordance with the qualified tax credit bond program (the "Tax Credit Program") found in Section 54A of the Internal Revenue Code of 1986, as amended (the "Code"), and $25,000,000 of said allocation has been granted to the District (the "District Allocation") to provide financing for the construction, reconstruction or repair of public school facilities, or the acquisition of land on which such facilities are to be constructed or equipment to be used in such portion or portions of the public school facilities that are to be constructed with part of the proceeds of such issue; and

WHEREAS, the District has determined that it is in its best interests to use all or a portion of the District Allocation to issue and sell a portion of its Series __ Bonds as a separate series pursuant to the Tax Credit Program designated as the Beaumont Unified School District Election of 2008 General Obligation Bonds, Qualified School Construction Bonds Series _____ (Tax Credit Bonds) (the "Series ____ Bonds", or together with any other Series __ Bonds issued under this Agreement, the "Tax Credit Bonds") in order to finance improvements to school facilities permitted by the Tax Credit Program and the Authorization (the "Project") and to pay costs of issuance of the Series ____ Bonds; and

WHEREAS, the District has further determined that it is in its best interest to provide for the separation of the ownership of the Series ____ Bonds from the entitlement to the tax credits (the "Tax Credits") with respect to such Series ____ Bonds pursuant to the Tax Credit Program, and for the sale of instruments evidencing the Tax Credits (the "Tax Credit Certificates"); and

WHEREAS, the County shall provide for the payment of the principal of and interest on the Bonds by the levy and collection of taxes upon all property in the District subject to taxation by the District without limitation of rate or amount as provided by law, and shall deposit or cause to be deposited such taxes with the Paying Agent to provide for the payment of the Bonds;

WHEREAS, the District has determined that all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and entering into of this Agreement do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the parties hereto are now duly authorized to execute and enter into this Agreement;

NOW, THEREFORE, in order to provide for the terms and the payment of the Bonds and the performance and observance by the District and the County of all the covenants, agreements and conditions herein and in the Bonds and the Tax Credit Certificates contained, and in consideration of the mutual covenants and agreements contained herein, and for other valuable consideration, the District, the County and the Paying Agent hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01 Definitions. Unless the context otherwise requires, the terms defined in this Section 1.01 shall, for all purposes hereof and of any amendment hereof or supplement hereto and of the Bonds and of any certificate, opinion, request or other document mentioned herein or therein, have the meanings defined herein, the following definitions to be equally applicable to both the singular and plural forms of any of the terms defined herein:

"Accountable Event of Loss of Qualified School Construction Bond Status" means (a) any act or any failure to act on the part of the District or the County, which act or failure to act is a breach of a covenant or agreement of the District or the County contained in the District Resolution, the County Resolution, this Agreement, the Tax Certificate or the Bonds and which act or failure to act causes the Bonds to lose their status, or fail to qualify, as Qualified School Construction Bonds, or (b) the making by the District or the County of any representation contained in the District Resolution, the County Resolution, this Agreement, the Tax Certificate or the Bonds, which representation was untrue when made and the untruth of which representation at such time causes the Bonds to lose their status, or fail to qualify, as Qualified School Construction Bonds.

"Agreement" means this Paying Agent and Transfer Agent Agreement, dated as of _____, 2009, among the Paying Agent, the County and the District, as the same may be supplemented, modified or amended in accordance with its terms.

"Authorization" means the Authorization approved by voters at the election held in the District, on November 4, 2008, pursuant to Section 15100 and following of the Education Code authorizing the issuance of the Bonds.

"Authorized District Representative" means the Superintendent of the District, the Assistant Superintendent, Business Services or a designated deputy thereof.

"Authorized County Representative" means the Treasurer, any designee of the Treasurer, or any other officer of the County designated by the Board of Supervisors.

"Authorized Denomination" means, with respect to the Series ____ Bonds, $_____ or any integral multiple thereof, and with respect to any other Series of Bonds, such denomination as shall be set forth in a Supplemental Agreement.

"Board of Supervisors" means the Board of Supervisors of the County of Riverside.

"Board of Trustees" means the Board of Trustees of the Beaumont Unified School District.

"Bonds" or "Tax Credit Bonds" mean the Series ____ Bonds, and any general obligation bonds authorized under the Authorization and issued as Qualified School Construction Bonds hereunder.

"Bond Payment Fund" means the fund established by that name pursuant to Section 5.02 of this Agreement.

"Book-Entry Bonds" means Bonds of any Series registered in the name of the Nominee of a Depository as the owner thereof pursuant to the terms and provisions of Section 2.04 this Agreement.

"Book-Entry Tax Credit Certificates" means Tax Credit Certificates related to any Series of Bonds registered in the name of the Nominee of a Depository as the owner thereof pursuant to the terms and provisions of Section 6.04 this Agreement.

"Building Fund" means the Building Fund of the District administered by the Treasurer, established pursuant to the Education Code and the County Resolution.

"Business Day" means any day other than a Saturday, Sunday, legal holiday or other day on which banking institutions in San Francisco or Riverside, California, or New York, New York, or any state in which the Principal Corporate Trust Office of the Paying Agent is located, are authorized or required by law to close, or any day on which the New York Stock Exchange is closed.

["Continuing Disclosure Agreement" means the Continuing Disclosure Agreement with respect to the Series ____ Bonds and any other continuing disclosure agreement entered into in connection with a Series of Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.]

"Code" means the Internal Revenue Code of 1986, as amended, and as the same shall be hereafter amended, and any regulations heretofore issued or which shall be hereafter issued by the United States Department of the Treasury thereunder.

"Comparable Treasury Issue" means the U.S. Treasury security or securities selected by the Designated Investment Banker which has an actual or interpolated maturity comparable to the remaining average life, as of the redemption date, of the Bonds to be redeemed, and that would be utilized in accordance with customary financial practice in pricing new issues of debt securities of

comparable maturity to the remaining average life, as of the redemption date, of the Tax Credit Bond to be redeemed.

"Comparable Treasury Price" means (a) if the Designated Investment Banker receives at least four Reference Treasury Dealer Quotations, the average of such quotations for the date on which such Bonds are to be redeemed, after excluding the highest and lowest Reference Treasury Dealer Quotations, or (b) if the Designated Investment Banker obtains fewer than four Reference Treasury Dealer Quotations, the average of all such quotations.

"Costs of Issuance" means all items of expense directly or indirectly payable by or reimbursable to District and related to the authorization, issuance, sale and delivery of a Series of Bonds, including but not limited to costs of preparation and reproduction of documents, printing expenses, filing and recording fees, initial fees and charges of the Paying Agent, underwriting fees, legal fees and charges, fees and disbursements of consultants and professionals, rating agency fees, fees and expenses related to any credit enhancement (including without limitation bond insurance) for the Bonds, fees and expenses with respect to the conduct of the election and other proceedings authorizing the issuance of the Bonds, fees and charges for preparation, execution and safekeeping of the Bonds and any other cost, charge or fee in connection with the original issuance of the Bonds.

"County" means the County of Riverside, California.

"County Resolution" means a resolution of the Board of Supervisors authorizing the issuance of a Series of Bonds, including the Series ____ Bonds County Resolution.

"Date of Loss of Qualified School Construction Bond Status" means the date specified in a Determination of Loss of Qualified School Construction Bond Status as the date from and after which the Bonds lost their status, or failed to qualify, as Qualified School Construction Bonds as a result of an Accountable Event of Loss of Qualified School Construction Bond Status, which date could be as early as the date of issuance of the Bonds.

"Depository" means the securities depository acting as Depository pursuant to Section 2.04 of this Agreement.

"Designated Investment Banker" means one of the Reference Treasury Dealers designated by the District.

"Determination of Loss of Qualified School Construction Bond Status" means (a) a final determination by the Internal Revenue Service (after the District has exhausted all administrative appeal remedies) determining that an Accountable Event of Loss of Qualified School Construction Bond Status has occurred and specifying the Date of Loss of Qualified School Construction Bond Status, or (b) a non-appealable holding by a court of competent jurisdiction holding that an Accountable Event of Loss of Qualified School Construction Bond Status has occurred and specifying the Date of Loss of Qualified School Construction Bond Status.

"District" means the Beaumont Unified School District, located in the County.

"District Resolution" means a resolution of the Board of Trustees authorizing the issuance of a Series of Bonds, including the Series ____ Bonds District Resolution.

"Education Code" means the Education Code of the State of California, as the same shall be hereafter amended.

"Insurer" means any issuer of a bond insurance policy guaranteeing the payment when due of the principal of and interest on a Series of Bonds.

"Debt Service Fund" means the Debt Service Fund of the District administered by the Treasurer, established pursuant to the Education Code and the County Resolution.

"Bond Payment Date" means the Bond Payment Date or dates for any Bonds set forth in a Supplemental Agreement.

"Investment Securities" means:

i. any bonds or other obligations which as to principal and interest constitute direct obligations of, or are unconditionally guaranteed as to full and timely payment by, the United States of America, including obligations of any of the federal agencies and federally sponsored entities set forth in clause (iii) below to the extent unconditionally guaranteed by the United States of America and including interest strips of any such obligations or of bonds issued by the Resolution Funding Corporation and held in book-entry form by the Federal Reserve Bank of New York;

ii. any certificates, receipts, securities or other obligations evidencing ownership of, or the right to receive, a specified portion of one or more interest payments or principal payments, or any combination thereof, to be made on any bond, note, or other obligation described above in clause (i);

iii. obligations of the Fannie Mae Corporation, the Government National Mortgage Association, Farm Credit System Financial Corporation, Federal Home Loan Banks, Federal Home Loan Mortgage Corporation, Tennessee Valley Authority, Washington Metropolitan Area Transit Authority, United States Import-Export Bank, United States Department of Housing and Urban Development, Farmers Home Administration, General Services Administration and United States Maritime Administration;

iv. housing authority bonds issued by public agencies or municipalities and fully secured as to the payment of both principal and interest by a pledge of annual contributions under an annual contributions contract or contracts with the United States of America; or project notes issued by public agencies or municipalities and fully secured as to the payment of both principal and interest by a requisition or payment agreement with the United States of America;

v. obligations of any state, territory or commonwealth of the United States of America or any political subdivision thereof or any agency or department of the foregoing; provided that such obligations are rated in the highest Rating Category by Moody's and Standard & Poor's;

vi. any bonds or other obligations of any state of the United States of America or any political subdivision thereof (a) which are not callable prior to maturity or as to which irrevocable instructions have been given to the Paying Agent of such bonds or other obligations by the obligor to give due notice of redemption and to call such bonds for redemption on the date or dates specified in such instructions, (b) which are secured as to principal and interest and redemption premium, if any, by a fund consisting only of cash or bonds or other obligations of the character described above in

clause (i) or (ii) which fund may be applied only to the payment of such principal of and interest and redemption premium, if any, on such bonds or other obligations on the bond payment dates and the maturity date or dates thereof or the specified redemption date or dates pursuant to such irrevocable instructions, as appropriate, (c) as to which the principal of and interest on the bonds and obligations of the character described above in clause (i) or (ii) which have been deposited in such fund along with any cash on deposit in such fund are sufficient to pay the principal of and interest and redemption premium, if any, on the bonds or other obligations described in this clause (vi) on the Bond Payment Dates and the maturity date or dates thereof or on the redemption date or dates specified in the irrevocable instructions referred to in subclause (a) of this clause (vi), as appropriate, and (d) which are rated in the highest long-term Rating Category by Moody's and Standard & Poor's;

vii. demand or time deposits or certificates of deposit, whether negotiable or nonnegotiable, trust funds, trust accounts, interest-bearing deposits, overnight bank deposits, interest-bearing money market accounts or bankers acceptances issued by any bank or trust company (including, without limitation, the Paying Agent or any of its affiliates) organized under the laws of any state of the United States of America or any national banking association (including the Paying Agent or any of its affiliates) or by a state licensed branch of any foreign bank, provided that such certificates of deposit shall be purchased directly from such a bank, trust company, national banking association or branch and shall be either (1) continuously and fully insured by the Federal Deposit Insurance Corporation, or (2) continuously and fully secured by such securities and obligations as are described above in clauses (i) through (v), inclusive, which shall have a market value (exclusive of accrued interest) at all times at least equal to the principal amount of such certificates of deposit and shall be lodged with the Paying Agent or third-party agent, as custodian, by the bank, trust company, national banking association or branch issuing such certificates of deposit, and the bank, trust company, national banking association or branch issuing each such certificate of deposit required to be so secured shall furnish the Paying Agent with an undertaking satisfactory to it that the aggregate market value of all such obligations securing each such certificate of deposit will at all times be an amount equal to the principal amount of each such certificate of deposit and the Paying Agent shall be entitled to rely on each such undertaking;

viii. taxable commercial paper or tax-exempt commercial paper rated in the highest Rating Category by Moody's and Standard & Poor's which matures not more than 270 calendar days after the date of purchase;

ix. variable rate obligations required to be redeemed or purchased by the obligor or its agent or designee upon demand of the holder thereof secured as to such redemption or purchase requirement by a liquidity agreement with a corporation and as to the payment of interest and principal either upon maturity or redemption (other than upon demand by the holder thereof) thereof by an unconditional credit facility of a corporation, provided that the variable rate obligations themselves are rated in the highest short-term Rating Category, if any, and in the highest long-term Rating Category, if any, by Moody's and Standard & Poor's, and that the corporations providing the liquidity agreement and credit facility have, at the date of acquisition of the variable rate obligations by the Paying Agent, an outstanding issue of unsecured, uninsured and unguaranteed debt obligations rated in the highest long-term Rating Category by Moody's and Standard & Poor's;

x. any repurchase or reverse-repurchase agreement approved by the District and the County which does not cause the rating on the Bonds to be reduced or withdrawn, or entered into with a financial institution (including, without limitation, the Paying Agent or any of its affiliates) or

insurance company which has at the date of execution thereof an outstanding issue of unsecured, uninsured and unguaranteed debt obligations or a claims paying ability rated (or the parent company of which is rated) in the highest long-term Rating Category by Moody's and Standard & Poor's, which agreement is secured by any one or more of the securities and obligations described in clauses (i), (ii), (iii) or (iv) above, which shall have a market value (exclusive of accrued interest and valued at least weekly) at least equal to one hundred three percent (103%) of the principal amount of such investment and shall be lodged with the Paying Agent or other fiduciary or agent, as custodian, by the provider executing such repurchase agreement, and the provider executing each such repurchase agreement required to be so secured shall furnish the Paying Agent with an undertaking satisfactory to the Paying Agent that the aggregate market value of all such obligations securing each such repurchase agreement (as valued at least weekly) will be an amount equal to one hundred three percent (103%) of the principal amount of each such repurchase agreement and the Paying Agent shall be entitled to rely on each such undertaking;

xi. any cash sweep or similar account arrangement of or available to the Paying Agent, the investments of which are limited to investments described in clauses (i), (ii), (iii), (iv), (v) and (x) of this definition of Investment Securities and any money market fund including money market mutual funds having a rating in the highest investment category granted thereby from Standard & Poor's and Moody's, including, without limitation any mutual fund for which the Paying Agent or an affiliate of the Paying Agent serves as investment manager, administrator, shareholder servicing agent, and/or custodian or subcustodian, notwithstanding that (i) the Paying Agent or an affiliate of the Paying Agent receives fees from funds for services rendered, (ii) the Paying Agent collects fees for services rendered pursuant to this Indenture, which fees are separate from the fees received from such funds, and (iii) services performed for such funds and pursuant to this Agreement may at times duplicate those provided to such funds by the Paying Agent or an affiliate of the Paying Agent; provided that as used in this clause (xi) and clause (xii) investments will be deemed to satisfy the requirements of clause (x) if they meet the requirements set forth in clause (x) ending with the words "clauses (i), (ii), (iii) or (iv) above" and without regard to the remainder of such clause (x);

xii. any investment agreement with, or the obligations under which are guaranteed by, a financial institution or insurance company or domestic or foreign bank which has at the date of execution thereof an outstanding issue of unsecured, uninsured and unguaranteed debt obligations or a claims paying ability rated in the highest long-term Rating Category by Moody's and Standard & Poor's, approved by the District and the County and which does not cause the rating on the Bonds to be reduced or withdrawn;

xiii. the County of Riverside Investment Pool;

xiv. the Local Agency Investment Fund or similar pooled fund operated by or on behalf of the State of California and which is authorized to accept investments of moneys held in any of the funds or accounts established pursuant to this Agreement;

xv. commercial paper having, at the time of investment or contractual commitment to invest therein, a rating from Standard & Poor's and Moody's in the highest rating category granter thereby; and

xvi. any other investment approved by the District and the County which does not cause the rating on the Bonds to be reduced or withdrawn.

"Moody's" means Moody's Investors Service, a corporation duly organized and existing under and by virtue of the laws of the State of Delaware, and its successors and assigns, except that if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, then the term "Moody's" shall be deemed to refer to any other nationally recognized securities rating agency selected by the District.

"Nominee" shall mean the nominee of the Depository, which may be the Depository, as determined from time to time pursuant to Section 2.04 of this Agreement.

"Opinion of Counsel" means a written opinion of counsel of recognized national standing in the field of law relating to municipal bonds, appointed and paid by the District.

"Owner" means, with respect to Bonds, the person in whose name any Bond shall be registered, and, with respect to Tax Credit Certificates, the person in whose name any Tax Credit Certificate shall be registered.

"Paying Agent" means U.S. Bank National Association, which has been appointed as agent of the Treasurer and Tax Collector of the Riverside County to act as paying agent, registrar, and transfer agent with respect to the Bonds, its successors and assigns and any other corporation or association which may at any time be substituted in its place as provided in Section 7.02 hereof.

"Principal Component" means any Bond, the Tax Credits related to which have been separated therefrom pursuant to Article VI of this Agreement.

"Principal Corporate Trust Office" means, unless otherwise specifically noted, any reference to the "principal corporate trust office" of the Paying Agent for purposes of transfer, registration, exchange, payment, and surrender of the Bonds shall mean in care of the corporate trust office of U.S. Bank National Association, in St. Paul, Minnesota, and for all other purposes shall mean the corporate trust office of the Paying Agent in Riverside, California; provided, however, that in any case "principal corporate trust office" shall mean any other office of the Paying Agent designated for a particular purpose, and shall include the principal corporate trust office or other designated office of any successor paying agent.

"Principal Payment Date" means, with respect to the Series ____ Bonds, _____ 15 of each year specified in Section 2.01 hereof and such other date or dates as may be set forth in a Supplemental Agreement with respect to a Series of Bonds.

"Project" means the school facilities improvements authorized by voters of the District under the Authorization and permitted under the Tax Credit Program.

"Qualified School Construction Bond" means a "qualified school construction bond," as defined in Section 54F of the Code.

"Rating Category" means: (i) with respect to any long-term rating category, all ratings designated by a particular letter or combination of letters, without regard to any numerical modifier, plus or minus sign or other modifier, and (ii) with respect to any short-term or commercial paper rating category, all ratings designated by a particular letter or combination of letters and taking into account any numerical modifier, but not any plus or minus sign or other modifier.

"Rebate Fund" shall mean the fund by that name established pursuant to Section 5.03.

"Rebate Instructions" shall mean those calculations and directions required to be delivered to the Paying Agent under the Tax Certificate.

"Rebate Requirement" shall mean the Rebate Requirement for a Series of Bonds defined in the Tax Certificate related to such Series of Bonds.

"Record Date" means the fifteenth day of the month prior to an Bond Payment Date, whether or not such day is a Business Day.

"Redemption Date" means the date on which the Bonds or any of them are called for redemption, as provided in Article IV hereof.

"Redemption Premium" means, with respect to the Series ____ Bonds, as calculated by the District (or, at the District's option, its Designated Investment Banker), the greater of (x) zero and (y) an amount calculated as (a) the sum of the present values of the remaining scheduled payments of principal of and Tax Credits related to the Series ____ Bonds called for redemption (exclusive of interest accrued to the Redemption Date) discounted to the Redemption Date on a semiannual basis (assuming a 360-day year consisting of 12 months of 30 days each) at a rate per annum equal to the Treasury Rate, minus (b) the principal amount of the Series ____ Bonds called for redemption.

"Reference Treasury Dealer" means the original underwriters of the Bonds, their successors and other firms, as specified by the District from time to time, that are primary U.S. government securities dealers in the City of New York, New York; provided, however, that if any such firm ceases to be such a primary treasury dealer, the District will substitute another primary treasury dealer for such firm.

"Reference Treasury Dealer Quotations" means, with respect to each Reference Treasury Dealer, the average, as determined by the Designated Investment Banker, of the bid and asked prices for the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing to the Designated Investment Banker by such Reference Treasury Dealer at 3:30 p.m., New York City time, on the third business day preceding the date on which such Bonds are to be redeemed.

"Registration Books" means the records maintained by the Paying Agent for the registration of ownership and registration of transfer of the Bonds and the Tax Credit Certificates pursuant to Sections 2.07 and 6.07, respectively, of this Agreement.

"Series" means, whenever used herein with respect to Bonds, all of the Bonds designated as being of the same series, regardless of variations in maturity, interest rate and other provisions.

"Series ____ Bonds" means the Beaumont Unified School District Election of 2008 General Obligation Bonds, Qualified School Construction Bonds Series ____, (Tax Credit Bonds) authorized to be issued pursuant to the Authorization approved by voters of the District on November 4, 2008.

"Series ____ Bonds County Resolution" means the resolution, adopted by the Board of Supervisors on _____, 2009, authorizing the issuance of the Series ____ Bonds

["Series ____ Bonds Continuing Disclosure Agreement" means the Continuing Disclosure Agreement between the District and _____, as dissemination agent, entered into in connection with the Series ____ Bonds.]

"Series ____ Bonds District Resolution" means the resolution of the Board of Trustees adopted on _____, 2009 authorizing the issuance of the Series ____ Bonds

"Series ____ Bonds Principal Components" means the Principal Components of the Series ____ Bonds.

"Series ____ Bonds Tax Credit Certificates" means the Tax Credit Certificates designated as "Certificates Evidencing Tax Credit Entitlement related to the Beaumont Unified School District Election of 2008 General Obligation Bonds, Qualified School Construction Bonds Series ____, (Tax Credit Bonds)", executed and delivered in accordance with Article VI of this Agreement.

"Standard & Poor's" means Standard & Poor's Ratings Service, a division of The McGraw-Hill Companies, a corporation duly organized and existing under and by virtue of the laws of the State of New York, and its successors and assigns, except that if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, then the term "Standard & Poor's" shall be deemed to refer to any other nationally recognized securities rating agency selected by the District.

"Supplemental Agreement" means any agreement hereafter duly executed and delivered, supplementing, modifying or amending this Agreement, but only if and to the extent that such Supplemental Agreement is specifically authorized hereunder.

"Tax Certificate" means a tax certificate concerning certain matters pertaining to the use of proceeds of a Series of Bonds, executed and delivered by the District on the date of issuance of such Series of Bonds, including all exhibits attached thereto, as such certificate may from time to time be modified or supplemented in accordance with the terms thereof.

"Tax Credit" means the entitlement, pursuant to the Tax Credit Program, of a taxpayer to recognize a credit against the tax imposed by Chapter 1 of the Code.

"Tax Credit Allowance Date" means, with respect to any Series of Bonds, each _____ 15, _____ 15, _____ 15, and _____ 15, beginning on the date of issuance of such Series of Bonds and ending on the maturity date thereof, or such of those dates as specified in any Tax Credit Certificate related thereto.

"Tax Credit Certificate" means an instrument evidencing the entitlement of the Owner thereof or of the Owner of the related Bond to a Tax Credit.

"Tax Credit Program" means the program for allocating Tax Credits and authorizing the issuance of Qualified School Construction Bonds promulgated under Sections 54A and 54F of the Code.

"Term Bond" means a Bond subject to mandatory sinking fund redemption prior to its stated maturity date, without a redemption premium, in part by lot, from mandatory sinking fund payments in the amounts and years specified herein or in the Supplemental Agreement relating to such Bond, as applicable.

"Treasurer" means the Treasurer-Tax Collector of the County of Riverside, California.

"Treasury Rate" means the rate per annum, expressed as a percentage of the principal amount, equal to the semiannual equivalent yield to maturity or interpolated maturity of the Comparable Treasury Issue, assuming that the Comparable Treasury Issue is purchased on the redemption date for a price equal to the Comparable Treasury Price, as calculated by the Designated Investment Banker.

"Written Certificate" and "Written Request" mean (a) with respect to the District, a written certificate or written request, respectively, signed in the name of the District by an Authorized Representative of the District, and (b) with respect to the County, a written certificate or written request, respectively, signed in the name of the County by an Authorized Representative of the County. Any such certificate or request may, but need not, be combined in a single instrument with any other instrument, opinion or representation, and the two or more so combined shall be read and construed as a single instrument.

ARTICLE II

THE BONDS

Section 2.01 Authorization; Date; Payment of Principal; Denominations. (a) The Series ____ Bonds shall be issued for the purpose of providing funds to pay costs of the Project and to pay Costs of Issuance. The Series ____ Bonds shall be issued by the District and sold by the County under and subject to the terms of District Resolution, the County Resolution, this Agreement and all applicable laws, and shall be designated as the "Beaumont Unified School District Election of 2008 General Obligation Bonds, Qualified School Construction Bonds Series ____, (Tax Credit Bonds)," and shall be in the aggregate principal amount of _____ dollars ($_____). The Series ____ Bonds are hereby designated as "qualified school construction bonds" for purposes of Section 54F of the Code.

(b) The Series ____ Bonds shall be dated date of their delivery. The Series ____ Bonds shall not bear interest. The Series ____ Bonds shall mature on [_____ 15, 20__].

(c) The principal and any premium of the Series ____ Bonds shall be payable in lawful money of the United States of America to the Owner thereof, upon the surrender thereof at the Principal Corporate Trust Office of the Paying Agent, or at such other location as the Paying Agent shall designate. Each payment of principal on the Series ____ Bonds shall include the CUSIP identification number, if any, of the Series ____ Bond with respect to which such payment is made. So long as Cede & Co. or its registered assigns shall be the registered owner of any Series ____ Bonds, payment shall be made thereto by wire transfer as provided in Section 2.04(d) hereof.

(d) The Series ____ Bonds shall be issued as fully registered Bonds, without coupons, in Authorized Denominations.

Section 2.02 Form and Registration of Bonds. (a) The Series ____ Bonds, the Paying Agent's certificate of authentication and registration, and the form of assignment to appear thereon shall be in substantially the form attached hereto as Exhibit A, with necessary or appropriate variations, omissions and insertions as permitted or required by this Agreement.

(b) The Series ____ Bonds when issued shall be Book-Entry Bonds, registered in the name of "Cede & Co.," as nominee of The Depository Trust Company, New York, New York, and

shall be initially issued as one bond, in the principal amount set forth in Section 2.01, including the Tax Credit Certificate related thereto. The Depository Trust Company is hereby appointed depository for the Series ____ Bonds and registered ownership of the Series ____ Bonds may not thereafter be transferred except as provided in Sections 2.04 and 2.05 hereof.

(c) The form and registration provisions applicable to each additional Series of Bonds shall be as set forth in the Supplemental Agreement establishing the terms and provisions of such Series of Bonds.

Section 2.03 Execution and Authentication of Bonds. The Bonds shall be signed by the manual or facsimile signatures of the Chairman of the Board of Supervisors (the "Chair") and of the Treasurer, and countersigned by the manual or facsimile signature of the Executive Officer-Clerk of the Board of Supervisors (the "Clerk") or by a deputy of either of said Clerk or of the Treasurer. The Bonds shall be authenticated by a manual signature of a duly authorized signatory of the Paying Agent.

Only such of the Bonds as shall bear thereon a certificate of authentication and registration in the form given in Exhibit A hereto, executed by the Paying Agent, shall be valid or obligatory for any purpose or entitled to the benefits of this Agreement, and such certificate of the Paying Agent shall be conclusive evidence that the Bonds so authenticated have been duly authenticated and delivered hereunder and are entitled to the benefits of this Agreement.

Section 2.04 Book-Entry System. (a) Unless otherwise provided in a Supplemental Agreement establishing the terms and provisions of a Series of Bonds, each Series of Bonds shall be initially issued and registered as provided in Section 2.02(b) hereof. Any series of Bonds issued hereunder may be Book-Entry Bonds and shall be so designated in the Supplemental Agreement for such series of Bonds. Book-Entry Bonds shall be evidenced by one Bond maturing on each of the maturity dates as set forth in the Agreement providing for the issuance of such Bonds in a Authorized Denominations corresponding to the total principal amount of the Bonds maturing on each maturity date. Each Bond shall be assigned by the underwriter of the bonds a distinctive number or letter or letter and number, and a record of the same shall be maintained by the Paying Agent. Registered ownership of the Bonds, or any portion thereof, may not thereafter be transferred except:

(i) To any successor of Cede & Co., as nominee of The Depository Trust Company, or its nominee, or to any substitute depository designated pursuant to clause (ii) of this section (a "substitute depository"); provided, that any successor of Cede & Co., as nominee of The Depository Trust Company or substitute depository, shall be qualified under any applicable laws to provide the services proposed to be provided by it;

(ii) To any substitute depository not objected to by the District, upon (1) the resignation of The Depository Trust Company or its successor (or any substitute depository or its successor) from its functions as depository, or (2) a determination by the District to substitute another depository for The Depository Trust Company (or its successor) because The Depository Trust Company or its successor (or any substitute depository or its successor) is no longer able to carry out its functions as depository; provided, that any such substitute depository shall be qualified under any applicable laws to provide the services proposed to be provided by it; or

(iii) To any person as provided below, upon (1) the resignation of The Depository Trust Company or its successor (or substitute depository or its successor) from its functions as depository, or (2) a determination by the District to remove The Depository Trust Company or its successor (or any substitute depository or its successor) from its functions as depository.

(b) In the case of any transfer pursuant to clause (i) or clause (ii) of subsection (a) hereof, upon receipt of the outstanding Bonds by the Paying Agent, together with a Written Request, a new Bond for each Series and maturity shall be executed and delivered pursuant to the procedures described in the third paragraph of Section 2.05 hereof in the aggregate principal amount of the Bonds then outstanding, registered in the name of such successor or such substitute depository, or their nominees, as the case may be, all as specified in such Written Request. In the case of any transfer pursuant to clause (iii) of subsection (a) hereof, upon receipt of the outstanding Bonds by the Paying Agent together with a Written Request, new Bonds shall be executed and delivered in such denominations numbered in the manner determined by the Paying Agent and registered in the names of such persons as are requested in such Written Request, subject to the limitations of Section 2.01 and the receipt of such a Written Request, and thereafter, the Bonds shall be transferred pursuant to the provisions set forth in Section 2.05 of this Agreement; provided, that the Paying Agent shall not be required to deliver such new Bonds within a period of fewer than sixty (60) days.

(c) The County and the Paying Agent shall be entitled to treat the person in whose name any Bond is registered as the Owner thereof, notwithstanding any notice to the contrary received by the Paying Agent or the County, and the County and the Paying Agent shall have no responsibility for transmitting payments to, communicating with, notifying, or otherwise dealing with any beneficial owners of the Bonds. Neither the County nor the Paying Agent shall have any responsibility or obligation, legal or otherwise, to the beneficial owners or to any other party including The Depository Trust Company or its successor (or substitute depository or its successor), except as the owner of any Bonds.

(d) So long as the outstanding Bonds are registered in the name of Cede & Co. or its registered assigns, the County and the Paying Agent shall cooperate with Cede & Co., as sole holder, or its registered assigns, in effecting payment of the principal of and interest, if any, on the Bonds by arranging for payment in such manner that funds for such payments are properly identified and are made immediately available (e.g., by wire transfer) on the date they are due.

Section 2.05 Transfer of Bonds that are not Book-Entry Bonds, or upon Termination of Book-Entry System. In the event that at any time the Bonds shall not be registered in the name of Cede & Co., either upon their original issuance or as a result of the operation of Section 2.04 hereof, then the procedures contained in this Section 2.05 shall apply.

Any Bond may, in accordance with its terms, be transferred upon the books required to be kept pursuant to the provisions of Section 2.07 hereof by the person in whose name it is registered, in person or by the duly authorized attorney of such person, upon surrender of such Bond to the Paying Agent for cancellation, accompanied by delivery of a duly executed written instrument of transfer in a form approved by the Paying Agent.

Whenever any Bond or Bonds shall be surrendered for transfer, the designated County officials shall execute (as provided in Section 2.03 hereof) and the Paying Agent shall authenticate and deliver a new Bond or Bonds of the same Series and maturity, for a like aggregate principal

amount and bearing the same rate of interest, if any. The Paying Agent shall require the payment by the Owner requesting any such transfer of any tax or other governmental charge required to be paid with respect to such transfer.

No transfer of Bonds shall be required to be made by the Paying Agent during the period from the date on which notice of redemption is given to and including the specified Redemption Date or, with respect to any Bonds that bear current interest, from any Record Date to the following Bond Payment Date.

Section 2.06 Exchange of Bonds. Bonds may be exchanged at the designated office of the Paying Agent, for a like aggregate principal amount of Bonds of other authorized denominations of the same Series, maturity and interest rate, if any. The Paying Agent shall require the payment by the Owner requesting such exchange of any tax or other governmental charge required to be paid with respect to such exchange. No exchange of Bonds shall be required to be made by the Paying Agent from the date on which notice of redemption is given to and including the specified Redemption Date, or for Bonds that bear current interest, during the period from any Record Date to and including the following Bond Payment Date.

Section 2.07 Bond Register. (a) The Paying Agent will keep or cause to be kept, at its Principal Corporate Trust Office, sufficient books for the registration and transfer of the Bonds, which shall at all times be open to inspection by the District, and, upon presentation for such purpose, the Paying Agent shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on said books, Bonds as hereinbefore provided.

(b) The Paying Agent shall assign each Bond authenticated and registered by it a distinctive letter or number, or letter and number.

Section 2.08 Mutilated, Destroyed, Stolen or Lost Bonds. In case any Bond shall become mutilated, or shall be believed by the County or the Paying Agent to have been destroyed, stolen or lost, upon proof of ownership satisfactory to the Paying Agent, and upon the surrender of such mutilated Bond at the Principal Corporate Trust Office or upon the receipt of evidence satisfactory to the Paying Agent of such destruction, theft or loss, and upon receipt also of indemnity satisfactory to the County and the Paying Agent, and upon payment by the Owner of all expenses incurred by the County and the Paying Agent, the County shall execute and the Paying Agent shall authenticate and deliver at said office a new Bond or Bonds of the same maturity and for the same aggregate principal amount, of like tenor and date, bearing the same number or numbers, with such notations as the Paying Agent shall determine, in exchange and substitution for and upon cancellation of the mutilated Bond, or in lieu of and in substitution for the Bond so destroyed, stolen or lost.

If any such destroyed, stolen or lost Bond shall have matured or shall have been called for redemption, payment of the amount due thereon may be made by the County or the Paying Agent upon receipt of like proof, indemnity and payment of expenses.

Any such duplicate Bonds issued pursuant to this section shall be entitled to equal and proportionate benefits with all other Bonds issued hereunder. The County and the Paying Agent shall not be required to treat both the original Bond and any duplicate Bond as being Outstanding for the purpose of determining the principal amount of Bonds which may be issued hereunder or for the purpose of determining any percentage of Bonds Outstanding hereunder, but both the original and duplicate Bond shall be treated as one and the same.

Section 2.09 Temporary Bonds. Until definitive Bonds shall be prepared, the County may cause to be executed and delivered in lieu of such definitive Bonds and subject to the same provisions, limitations and conditions as are applicable in the case of definitive Bonds, one or more temporary typed, printed, lithographed or engraved Bonds in fully registered form, as may be authorized by the County, substantially of the same tenor and, until exchange for definitive Bonds, entitled and subject to the same benefits and provisions of the County Resolution and this Agreement as definitive Bonds. If the County issues temporary Bonds it will execute and furnish definitive Bonds without unnecessary delay and thereupon the temporary Bonds shall be surrendered to the Paying Agent at the Principal Corporate Trust Office, without expense to the Owner in exchange for such definitive Bonds. All temporary Bonds so surrendered shall be cancelled by the Paying Agent and shall not be reissued.

ARTICLE III

ISSUANCE OF BONDS

Section 3.01 Delivery of Bonds. The Paying Agent is hereby authorized to authenticate and deliver each Series of Bonds, including the Series ____ Bonds, to or upon the Written Request of the County.

Section 3.02 Application of Proceeds of Sale of the Bonds. (a) Upon the receipt from the initial purchaser of the Series ____ Bonds by the County of the purchase price of the Series ____ Bonds ($_____) the Paying Agent shall authenticate and deliver the Series ____ Bonds Tax Credit Certificates attached thereto as Exhibit A, to the purchaser thereof and the Treasurer shall deposit said amount to the Building Fund established pursuant to the County Resolution.

(b) Upon the delivery of any other Series of Bonds, the proceeds of the sale of such Series of Bonds shall be applied as set forth in the Supplemental Agreement establishing the terms and provisions of such Series of Bonds.

Section 3.03 Issuance of Additional Series of Bonds. (a) The District may from time to time authorize and the County may issue and sell one or more additional Series of Bonds pursuant to the Authorization and the Tax Credit Program. Whenever the District shall determine to issue an additional Series of Bonds, the District and the County shall authorize the execution of a Supplemental Agreement specifying the principal amount, and prescribing the forms of Bonds of such Series and providing the Series designation, terms, conditions, distinctive designation, denominations, methods of numbering, date, maturity date or dates, interest rate or rates (or the manner of determining the same), redemption provisions and place or places of payment of principal or redemption premium, if any, of and interest on such Bonds, and any other provisions respecting the Bonds of such Series.

(b) Before such additional Series of Bonds shall be issued and delivered, the District and the County shall file the following documents with the Paying Agent (upon which documents the Paying Agent may conclusively rely in determining whether the conditions precedent to the issuance of such Series of Bonds have been satisfied): (i) an executed copy of the Supplemental Agreement authorizing such Series, and (ii) an Opinion of Bond Counsel to the effect that the execution of the Supplemental Agreement has been duly authorized by the District and the County in accordance with this Agreement; that such Series of Bonds, when duly executed by the District and authenticated and delivered by the Paying Agent, will be valid and binding obligations of the District; that the issuance

and delivery of such additional Series of Bonds will not, in and of itself, cause any Bonds outstanding not to be Qualified School Construction Bonds under Section 54A of the Code; and that upon the delivery of such Series the aggregate principal amount of Bonds then outstanding will not exceed the amount permitted by the Authorization.

ARTICLE IV

REDEMPTION

Section 4.01 Terms of Redemption of the Series ____ Bonds and the Series ____ Bonds Tax Credit Certificates. (a) No Optional or Mandatory Sinking Fund Redemption. The Series ____ Bonds shall not be subject to optional or mandatory sinking fund redemption prior to their stated maturity date.

(b) Extraordinary Mandatory Redemption from Unexpended Proceeds of the Bonds. The Series ____ Bonds shall be subject to extraordinary mandatory redemption, in whole or in part, on _____ 15, 20__, or, in the event of an extension negotiated with the Internal Revenue Service, on a Tax Credit Allowance Date that occurs on or before _____ 15, 20__, in Authorized Denominations, at a redemption price equal to the principal amount of the Series ____ Bonds called for redemption, in an amount equal to the unexpended proceeds of the sale of the Bonds held by the District, but only to the extent that the District fails to expend all of the proceeds of the Series ____ Bonds within three years of issuance thereof and no extension of the period for expenditure has been granted by the Internal Revenue Service.

In the event that the ownership of the Series ____ Bonds Tax Credit Certificates has been separated from the ownership of the Series ____ Bonds and registered separately pursuant to Article VI hereof, the Series ____ Bonds Tax Credit Certificates related to the redeemed Series ____ Bonds shall be called for redemption in the same manner as the Series ____ Bonds pursuant to this subsection (b), and the redemption price pursuant to this subsection (b) shall be allocated to the Series ____ Bonds Principal Components and the Series ____ Bonds Tax Credit Certificates in the proportions and values set forth in the redemption value tables attached as Schedule I to the Series ____ Bonds in Appendix A to this Agreement.

(c) Extraordinary Mandatory Redemption Upon a Determination of Loss of Qualified School Construction Bond Status. Upon a Determination of Loss of Qualified School Construction Bond Status, the Series ____ Bonds shall be subject to extraordinary mandatory redemption prior to their fixed maturity date, in whole, on the date designated by the District, which date shall be a date on or prior to the [_____ 15] following the next succeeding _____ after such Determination of Loss of Qualified School Construction Bond Status, at a redemption price equal to (i) the principal amount of the Series ____ Bonds called for redemption, plus (ii) the Redemption Premium, plus (iii) accrued interest on the principal amount of the Series ____ Bonds called for redemption (calculated at the Tax Credit Rate) from the Tax Credit Allowance Date immediately preceding the Redemption Date to the date of redemption.

In the event that the ownership of the Series ____ Bonds Tax Credit Certificates has been separated from the ownership of the Series ____ Bonds and registered separately pursuant to Article VI hereof, the Series ____ Bonds Tax Credit Certificates related to the redeemed Series ____ Bonds shall be called for redemption in the same manner as the Series ____ Bonds pursuant to this subsection (c), and the redemption price pursuant to this subsection (c) shall be allocated to the Series

____ Bonds Principal Components and the Series ____ Bonds Tax Credit Certificates in the proportions set forth in the redemption value tables attached as Schedule I to the Series ____ Bonds in Appendix A to this Agreement.

In addition, in the event that any Tax Credits recognized prior to the Redemption Date are determined to be ineligible as Tax Credits as a result of the Determination of Loss of Qualified School Construction Bond Status, the redemption price shall include an additional amount payable to the owners, as of the applicable Tax Credit Allowance Dates, of the Tax Credit Certificates for such Tax Credits equal to the amount of such Tax Credits, plus interest thereon from the applicable Tax Credit Allowance Date to the date of redemption, at a rate equal to the large corporate underpayment rate determined from time to time by the Internal Revenue Service.

(d) Notice of Redemption. Notice of redemption of any Bonds shall be given by the Paying Agent upon the written request of the County. Notice of any redemption of Bonds shall be mailed postage prepaid, not less than thirty (30) nor more than sixty (60) days prior to the redemption date (i) by first class mail to the respective Owners thereof and of any related Tax Credit Certificates at the addresses appearing on the bond registration books described in Sections 2.07 and 6.06, and (ii) as may be further required in accordance with the applicable Continuing Disclosure Agreement.

Each notice of redemption shall contain all of the following information:

(i) the date of such notice;

(ii) the name of the Bonds and the date of issue of the Bonds;

(iii) the redemption date;

(iv) the redemption price, if available;

(v) the dates of maturity of the Bonds to be redeemed;

(vi) (if less than all of the Bonds of any maturity are to be redeemed) the distinctive numbers of the Bonds of each maturity to be redeemed;

(vii) (in the case of Bonds redeemed in part only) the respective portions of the principal amount of the Bonds of each maturity to be redeemed;

(viii) the CUSIP number, if any, of each maturity of Bonds, or if separated, Principal Components and Tax Credit Certificates, to be redeemed;

(ix) a statement that such Bonds or, if separated, Principal Components and Tax Credit Certificates, must be surrendered by the Owners at the Principal Corporate Trust Office of the Paying Agent, or at such other place or places designated by the Paying Agent; and

(x) notice that further interest on such Bonds, if any, will not accrue after the designated redemption date.

Such redemption notices may state that no representation is made as to the accuracy or correctness of the CUSIP numbers provided therein or on the Bonds or the Tax Credit Certificates.

(e) Effect of Notice. A certificate of the Paying Agent or the County that notice of call and redemption has been given to Owners and as may be further required in the applicable Continuing Disclosure Agreement as herein provided shall be conclusive as against all parties. The actual receipt by the Owner of any Bond or Tax Credit Certificate or any other party of notice of redemption shall not be a condition precedent to redemption, and failure to receive such notice, or any defect in the notice given, shall not affect the validity of the proceedings for the redemption of such Bonds or the cessation of interest, if any, on the date fixed for redemption.

When notice of redemption has been given substantially as provided for herein, and when the redemption price of the Bonds called for redemption is set aside for the purpose as described in subsection (g) of this Section, the Bonds designated for redemption shall become due and payable on the specified redemption date and interest, if any, shall cease to accrue thereon as of the redemption date, and upon presentation and surrender of such Bonds or, if separated, Principal Components and Tax Credit Certificates, at the place specified in the notice of redemption, such Bonds or, if separated, Principal Components and Tax Credit Certificates, shall be redeemed and paid at the redemption price thereof out of the money provided therefor. The Owners of such Bonds so called for redemption after such redemption date shall look for the payment of such Bonds and the redemption premium thereon, if any, only to the Debt Service Fund or the escrow fund established for such purpose. All Bonds redeemed shall be cancelled forthwith by the Paying Agent and shall not be reissued.

(f) Right to Rescind Notice. Upon oral or written notice from the District that the District has cured the conditions that caused the Bonds to be subject to extraordinary mandatory redemption, the County may rescind any extraordinary mandatory redemption and notice thereof on any date prior to the date fixed for redemption by causing written notice of the rescission to be given to the Owners of the Bonds and Tax Credit Certificates so called for redemption, with a copy to the Paying Agent. Notice of rescission of redemption shall be given in the same manner in which notice of redemption was originally given. The actual receipt by the owner of any Bond or Tax Credit Certificate of notice of such rescission shall not be a condition precedent to rescission, and failure to receive such notice or any defect in such notice shall not affect the validity of the rescission.

(g) Funds for Redemption. Prior to or on the redemption date of any Bonds there shall be available in the Debt Service Fund of the District, or held in trust for such purpose as provided by law, monies for the purpose and sufficient to redeem, at the premiums payable as in this Agreement provided, the Bonds designated in said notice of redemption. Such monies so set aside in the Debt Service Fund or in the escrow fund established for such purpose shall be applied on or after the redemption date solely for payment of principal of and premium, if any, on the Bonds to be redeemed upon presentation and surrender of such Bonds, provided that all monies in the Debt Service Fund of the District shall be used for the purposes established and permitted by law. Any interest due on or prior to the redemption date shall be paid from the Debt Service Fund of the District, unless otherwise provided for to be paid from an escrow fund established for such purpose. If, after all of the Bonds of a Series have been redeemed and cancelled or paid and cancelled, there are monies remaining in the Debt Service Fund of the District or otherwise held in trust for the payment of redemption price of the Bonds of such Series, said monies shall be held in or returned or transferred to the Debt Service Fund of the District for payment of any outstanding Bonds of the District payable from said fund; provided, however, that if said monies are part of the proceeds of refunding bonds of the District, said monies shall be transferred to the fund created for the payment of principal of and interest on such bonds. If no such refunding bonds of the District are at such time outstanding, said monies shall be transferred to the general fund of the District as provided and permitted by law.

(h) Selection of Bonds for Redemption. The Paying Agent shall effect each mandatory redemption of the Bonds by redeeming pro rata from each registered Owner of a Bond to be redeemed, an amount of such Bonds determined by multiplying the principal amount of the Bonds to be redeemed on the applicable redemption date by a fraction, the numerator of which is the principal amount of the Bonds owned by such registered Owner and the denominator of which is the principal amount of the Bonds outstanding immediately prior to such date of redemption, and then rounding the product down to the next lower integral multiple of $_____. The Paying Agent will apply, to the extent possible, any remaining amount of proceeds to redeem such Bonds in Authorized Denominations and will select, by lot, the units to be redeemed from all such registered Owners, which selection shall be conclusive. Redemption by lot shall be in such manner as the Paying Agent shall determine; provided, however, that the portion of any Bond to be redeemed shall be in Authorized Denominations and all Bonds to remain Outstanding after any redemption in part shall be in Authorized Denominations. The Tax Credit Certificates related to the Bonds called for redemption shall also be called for redemption.

(i) No Defeasance of Bonds. The Bonds shall not be subject to defeasance, and the District and the County may not pay or discharge all or any portion of the Bonds prior to their stated maturity dates, except pursuant to the extraordinary mandatory redemption provisions of Article IV hereof.

ARTICLE V

PAYMENT OF BONDS

Section 5.01 Establishment and Maintenance of Debt Service Fund. The Treasurer shall establish and maintain a separate fund herein referred to as the "Beaumont Unified School District Election of 2008 General Obligation Bonds Debt Service Fund" or the "Debt Service Fund." All taxes levied to pay Bonds shall be deposited in the Debt Service Fund as required by law. On or prior to the Business Day preceding the date any payment is due in respect of the Bonds, the County will transfer such monies as shall be lawfully available for the payment of the Bonds to the Paying Agent for deposit in the Bond Payment Fund in an amount sufficient to pay the principal of, interest, if any, and premium, if any, on all Bonds outstanding coming due on such payment date.

Section 5.02 Establishment and Application of Bond Payment Fund. The Paying Agent shall establish, maintain and hold in trust a separate fund designated as the "Beaumont Unified School District Qualified School Construction Bonds Bond Payment Fund" (the "Bond Payment Fund"). All amounts in the Bond Payment Fund shall be used and withdrawn by the Paying Agent solely for the purpose of paying principal of, interest, if any, and premium, if any, on the Bonds as it shall become due and payable. On or prior to the Business Day preceding the date any payment is due in respect of the Bonds, the County will cause such monies as shall be lawfully available for the payment of the Bonds to be transferred to the Paying Agent for deposit in the Bond Payment Fund sufficient to pay the principal of, interest, if any, and premium, if any, on all Bonds outstanding coming due on such payment date. In the event that the Paying Agent shall fail to receive an amount sufficient to equal the amount required to be deposited pursuant to this Section 5.02 by the close of business on the Business Day preceding a scheduled Bond Payment Date or Principal Payment Date, the Paying Agent shall promptly notify the County in writing of the amount of such insufficiency by fax or other electronic means of communication acceptable to the County, receipt of which by the County shall be confirmed by the Paying Agent. On the Business Day after each Bond Payment Date and Principal Payment Date, the Paying Agent shall transfer all amounts remaining in the Bond

Payment Fund to the County. When and as paid in full, and following surrender thereof to the Paying Agent, all Bonds shall be cancelled by the Paying Agent, and thereafter they shall be destroyed.

Section 5.03 Rebate Fund. (a) Upon receipt of money to be applied to the Rebate Requirement for a Series of Bonds, the Paying Agent shall establish and maintain a fund separate from any other fund established and maintained hereunder designated as the "_____ Rebate Fund." Within the Rebate Fund, the Paying Agent shall maintain such accounts as directed in writing by the District. Subject to the transfer provisions provided in paragraph (d) below, all money at any time deposited in the Rebate Fund shall be held by the Paying Agent in trust to the extent required to satisfy the Rebate Requirement, for payment to the federal government of the United States of America, and neither the Paying Agent nor the District nor any Insurer nor the Owner of any Bonds shall have any rights in or claim to such money. All amounts deposited into or on deposit in the Rebate Fund shall be governed by this Agreement and by the applicable Tax Certificate. The District hereby covenants to comply with the directions contained in the applicable Tax Certificate and the Paying Agent hereby covenants to comply with all written instructions of the District delivered to the Paying Agent pursuant to such Tax Certificate (which instructions shall state the actual amounts to be deposited in or withdrawn from the Rebate Fund and shall not require the Paying Agent to make any calculations with respect thereto). The Paying Agent shall be deemed conclusively to have complied with the provisions of this Section 5.03(a) if it follows such instructions received from the District pursuant to the applicable Tax Certificate, and the Paying Agent shall have no liability or responsibility to enforce compliance by the District with the terms of the applicable Tax Certificate nor to make computations in connection therewith.

(b) Pursuant to the applicable Tax Certificate, an amount shall be deposited in the Rebate Fund by the District so that the balance of the amount on deposit thereto shall be equal to the Rebate Requirement. Computations of the Rebate Requirement shall be furnished by the District to the Paying Agent in accordance with the applicable Tax Certificate.

(c) The Paying Agent shall invest all amounts held in the Rebate Fund, pursuant to written instructions of the District, in Investment Securities, subject to the restrictions set forth in the applicable Tax Certificate. Money shall not be transferred from the Rebate Fund except as provided in paragraph (d) below.

(d) Upon receipt of the Rebate Instructions required to be delivered to the Paying Agent by the applicable Tax Certificate, the Paying Agent shall remit part or all of the balances in the applicable Rebate Fund to the United States of America, as so directed. In addition, if the Rebate Instructions so direct, the Paying Agent will deposit moneys into or transfer moneys out of the applicable Rebate Fund from or into such accounts or funds as directed by the Rebate Instructions. Any funds remaining in any Rebate Fund after redemption and payment of all of the Bonds and payment and satisfaction of any Rebate Requirement, shall be withdrawn and remitted to the District in accordance with a Written Request.

Notwithstanding any other provision of the Agreement, the obligation to remit the Rebate Requirement to the federal government of the United States of America and to comply with all other requirements of this Section 5.03 and the Tax Certificate shall survive the payment in full of the Bonds.

ARTICLE VI

STRIPPING OF THE TAX CREDITS

Section 6.01 Tax Credit Stripping Permitted; Date; Denominations. (a) The District and the County have caused the Bonds to be issued in a form that permits the separation, under the Tax Credit Program, of the ownership of the Bonds from the entitlement of the Owner thereof to the related Tax Credits. At any time, the Owner of a Bond may, by written request to the Paying Agent in the form attached hereto as Appendix B, direct the Paying Agent to authenticate and deliver the Tax Credit Certificates separated from such Bond and endorse and renumber the Principal Component of such Bond.

(b) Upon the receipt of a request pursuant to Section 6.01 hereof, the Paying Agent shall (i) authenticate and deliver to the Owner so requesting, Series ____ Bond Tax Credit Certificates in accordance with Section 6.02, in a notional amount equal to the principal amount of the related Series ____ Bond, and (ii) contemporaneously with the delivery thereof, the Paying Agent shall (x) evidence the Principal Component by executing the legend, entitled "Principal Strip Legend", that appears on the Paying Agent's authentication page for such related Series ____ Bond and (y) assign a new identification number to the Principal Component of such Series ____ Bond that is distinct from the identification number for the original combined Series ____ Bond. The Series ____ Bonds Tax Credit Certificates shall be dated the date of the Series ____ Bonds and shall represent an amount of Tax Credits based upon the notional amount and the applicable rate set forth therein.

(c) The Series ____ Bonds Tax Credit Certificates shall be executed and delivered as fully registered Tax Credit Certificates, in notional amounts corresponding to Authorized Denominations, in an aggregate notional amount equal to the principal amount of the related Series ____ Bonds.

Section 6.02 Form and Registration of Series ____ Bonds Tax Credit Certificates. (a) The Series ____ Bonds Tax Credit Certificates, the Paying Agent's certificate of authentication and registration, and the form of assignment to appear thereon shall be in substantially the form attached as Exhibit A of the Form of Tax Credit Bond in Appendix A of this Agreement, with necessary or appropriate variations, omissions and insertions as permitted or required by this Agreement. The Series ____ Bonds Tax Credit Certificates shall be numbered in consecutive numerical order from TC-1 upwards.

(b) The Series ____ Bonds Tax Credit Certificates, when executed and delivered, shall be Book-Entry Tax Credit Certificates, registered in the name of "Cede & Co.," as nominee of The Depository Trust Company, New York, New York, and shall be delivered initially upon exchange of the related Series ____ Bond and thereafter be exchanged for one Tax Credit Certificate for each Tax Credit Allowance Date for the related Series ____ Bonds, in the notional amount set forth in Section 6.01. The Depository Trust Company is hereby appointed depository for the Book-Entry Tax Credit Certificates and registered ownership of the Book-Entry Tax Credit Certificates may not thereafter be transferred except as provided in Sections 6.04 and 6.05 hereof.

Section 6.03 Execution and Authentication of Tax Credit Certificates. The Series ____ Bonds Tax Credit Certificates shall be signed by the manual or facsimile signatures of the Chairman and of the Treasurer. The Series ____ Bonds Tax Credit Certificates shall be authenticated by a manual signature of a duly authorized signatory of the Paying Agent.

Only such of the Series ____ Bonds Tax Credit Certificates as shall bear thereon a certificate of authentication and registration in the form given in Exhibit A of the Form of Tax Credit Bond in Appendix A of this Agreement, executed by the Paying Agent, shall be valid or obligatory for any purpose or entitled to the benefits of this Agreement, and such certificate of the Paying Agent shall be conclusive evidence that the Series ____ Bonds Tax Credit Certificates so authenticated have been duly authenticated and delivered hereunder and are entitled to the benefits of this Agreement.

Section 6.04 Book-Entry System for Tax Credit Certificates. (a) Unless otherwise provided in a Supplemental Agreement establishing the terms and provisions of Tax Credit Certificates related to a Series of Bonds, the Tax Credit Certificates shall be initially executed and delivered and registered as provided in Section 6.02(b) hereof. Registered ownership of the Tax Credit Certificates, or any portion thereof, may not thereafter be transferred except:

(i) To any successor of Cede & Co., as nominee of The Depository Trust Company, or its nominee, or to any substitute depository designated pursuant to clause (ii) of this section (a "substitute depository"); provided, that any successor of Cede & Co., as nominee of The Depository Trust Company or substitute depository, shall be qualified under any applicable laws to provide the services proposed to be provided by it;

(ii) To any substitute depository not objected to by the District, upon (1) the resignation of The Depository Trust Company or its successor (or any substitute depository or its successor) from its functions as depository, or (2) a determination by the District to substitute another depository for The Depository Trust Company (or its successor) because The Depository Trust Company or its successor (or any substitute depository or its successor) is no longer able to carry out its functions as depository; provided, that any such substitute depository shall be qualified under any applicable laws to provide the services proposed to be provided by it; or

(iii) To any person as provided below, upon (1) the resignation of The Depository Trust Company or its successor (or substitute depository or its successor) from its functions as depository, or (2) a determination by the District to remove The Depository Trust Company or its successor (or any substitute depository or its successor) from its functions as depository.

(b) In the case of any transfer pursuant to clause (i) or clause (ii) of subsection (a) hereof, upon receipt of the Tax Credit Certificates related to outstanding Bonds by the Paying Agent, together with a Written Request, a new Tax Credit Certificate for the same related Series of Bonds and maturity shall be executed and delivered pursuant to the procedures described in the third paragraph of Section 6.05 hereof in the aggregate principal amount of the Bonds then outstanding, registered in the name of such successor or such substitute depository, or their nominees, as the case may be, all as specified in such Written Request. In the case of any transfer pursuant to clause (iii) of subsection (a) hereof, upon receipt of the Tax Credit Certificates related to outstanding Bonds by the Paying Agent together with a Written Request, new Tax Credit Certificates related to such Bonds shall be executed and delivered in such denominations numbered in the manner determined by the Paying Agent and registered in the names of such persons as are requested in such Written Request, subject to the limitations of Section 6.01 and the receipt of such a Written Request, and thereafter, the Tax Credit Certificates related to such Bonds shall be transferred pursuant to the provisions set forth in Section 6.05 of this Agreement; provided, that the Paying Agent shall not be required to

deliver such new Tax Credit Certificates related to such Bonds within a period of fewer than sixty (60) days.

(c) The County, the District and the Paying Agent shall be entitled to treat the person in whose name any Tax Credit Certificate is registered as the Owner thereof, notwithstanding any notice to the contrary received by the Paying Agent, the District or the County, and the County, the District and the Paying Agent shall have no responsibility for communicating with, notifying, or otherwise dealing with any beneficial owners of the Tax Credit Certificates. Neither the County, the District nor the Paying Agent shall have any responsibility or obligation, legal or otherwise, to the beneficial owners or to any other party including The Depository Trust Company or its successor (or substitute depository or its successor), except as the owner of any Tax Credit Certificates.

(d) So long as the Tax Credit Certificates are registered in the name of Cede & Co. or its registered assigns, the County, the District and the Paying Agent shall cooperate with Cede & Co., as sole holder, or its registered assigns, in effecting payment of the redemption price, if any, of the Tax Credit Certificates by arranging for payment in such manner that funds for such payments are properly identified and are made immediately available (e.g., by wire transfer) on the date they are due.

(e) So long as the Tax Credit Certificates are registered in the name of Cede & Co. or its registered assigns, the Paying Agent shall provide notice to the Depository of the expiration of each Tax Credit Certificate, not less than forty-five (45) days prior to the Tax Credit Allowance Date for such Tax Credit Certificate, in the form included as Appendix C hereto.

Section 6.05 Transfer of Tax Credit Certificates that are not Book-Entry Tax Credit Certificates, or upon Termination of Book-Entry System. In the event that at any time the Tax Credit Certificates shall not be registered in the name of Cede & Co., either upon their original execution and authentication or as a result of the operation of Section 6.04 hereof, then the procedures contained in this Section 6.05 shall apply.

Any Tax Credit Certificate may, in accordance with its terms, be transferred upon the books required to be kept pursuant to the provisions of Section 6.07 hereof by the person in whose name it is registered, in person or by the duly authorized attorney of such person, upon surrender of such Tax Credit Certificate to the Paying Agent for cancellation, accompanied by delivery of a duly executed written instrument of transfer in a form approved by the Paying Agent.

Whenever any Tax Credit Certificate or Tax Credit Certificates shall be surrendered for transfer, the designated District and County officials shall execute (as provided in Section 6.03 hereof) and the Paying Agent shall authenticate and deliver a new Tax Credit Certificate or Tax Credit Certificates for the same related Series of Bonds and maturity, and for a like aggregate notional amount. The Paying Agent shall require the payment by the Owner requesting any such transfer of any tax or other governmental charge required to be paid with respect to such transfer.

No transfer of Tax Credit Certificates shall be required to be made by the Paying Agent from the date on which notice of redemption is given for the related Series of Bonds to and including the specified Redemption Date or, with respect to a related Series of Bonds that bears current interest, during the period from any Record Date to the following Bond Payment Date.

Section 6.06 Exchange of Tax Credit Certificates. Tax Credit Certificates may be exchanged at the designated office of the Paying Agent, for a like aggregate notional amount of Tax Credit Certificates of other authorized denominations of the same related Series of Bonds, maturity and interest rate, if any. The Paying Agent shall require the payment by the Owner requesting such exchange of any tax or other governmental charge required to be paid with respect to such exchange. If the related Bonds bear current interest, no exchange of Tax Credit Certificates shall be required to be made by the Paying Agent during the period from any Record Date to and including the following Bond Payment Date or, regardless of the interest borne by such Bonds, from the date on which notice of redemption is given to and including the specified Redemption Date.

Section 6.07 Tax Credit Certificate Register. (a) The Paying Agent will keep or cause to be kept, at its Principal Corporate Trust Office, sufficient books for the registration and transfer of the Tax Credit Certificates, which shall at all times be open to inspection by the District and the County, and, upon presentation for such purpose, the Paying Agent shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on said books, Tax Credit Certificates as hereinbefore provided.

(b) The District shall assign each Tax Credit Certificate authenticated and registered by it a distinctive letter or number, or letter and number.

Section 6.08 Mutilated, Destroyed, Stolen or Lost Tax Credit Certificates. In case any Tax Credit Certificate shall become mutilated, or shall be believed by the District, the County or the Paying Agent to have been destroyed, stolen or lost, upon proof of ownership satisfactory to the Paying Agent, and upon the surrender of such mutilated Tax Credit Certificate at the Principal Corporate Trust Office or upon the receipt of evidence satisfactory to the Paying Agent of such destruction, theft or loss, and upon receipt also of indemnity satisfactory to the District, the County and the Paying Agent, and upon payment by the Owner of all expenses incurred by the District, the County and the Paying Agent, the District and the County shall execute and the Paying Agent shall authenticate and deliver at said office a new Tax Credit Certificate or Tax Credit Certificates of the same maturity and for the same notional amount, of like tenor and date, bearing the same number or numbers, with such notations as the Paying Agent shall determine, in exchange and substitution for and upon cancellation of the mutilated Tax Credit Certificate, or in lieu of and in substitution for the Tax Credit Certificate so destroyed, stolen or lost.

If any such destroyed, stolen or lost Tax Credit Certificate shall have been called for redemption, payment of the amount due thereon may be made by the County or the Paying Agent upon receipt of like proof, indemnity and payment of expenses.

Any duplicate Tax Credit Certificates issued pursuant to this Section shall be entitled to equal and proportionate benefits with all other Tax Credit Certificates issued hereunder. The District, the County and the Paying Agent shall not be required to treat both the original Tax Credit Certificate and any duplicate Tax Credit Certificate as being Outstanding for the purpose of determining any percentage of Tax Credit Certificates Outstanding hereunder, but both the original and duplicate Tax Credit Certificate shall be treated as one and the same.

Section 6.09 Temporary Tax Credit Certificates. Until definitive Tax Credit Certificates shall be prepared, the District and the County may cause to be executed and delivered in lieu of such definitive Tax Credit Certificates and subject to the same provisions, limitations and conditions as are applicable in the case of definitive Tax Credit Certificates, one or more temporary typed, printed,

lithographed or engraved Tax Credit Certificates in fully registered form, as may be authorized by the County, substantially of the same tenor and, until exchange for definitive Tax Credit Certificates, entitled and subject to the same benefits and provisions of the District Resolution, the County Resolution and this Agreement as definitive Tax Credit Certificates. If the District and the County execute and deliver temporary Tax Credit Certificates they will execute and deliver definitive Tax Credit Certificates without unnecessary delay and thereupon the temporary Tax Credit Certificates shall be surrendered to the Paying Agent at the Principal Corporate Trust Office, without expense to the Owner in exchange for such definitive Tax Credit Certificates. All temporary Tax Credit Certificates so surrendered shall be cancelled by the Paying Agent and shall not be redelivered.

ARTICLE VII

COVENANTS OF THE DISTRICT AND THE COUNTY

Section 7.01 Obligation to Levy Taxes For Payment of Bonds; Sinking Fund Deposits. (a) The money for the payment of principal, redemption price, and interest, if any, on the Bonds shall be raised by ad valorem taxation without limitation as to rate or amount (except with respect to certain personal property which is taxable at limited rates) upon all taxable property in the District, and provision shall be made for the levy and collection of such taxes in the manner provided by law, and the County shall cause such money to be transferred to the Paying Agent for payment of the Bonds as provided hereunder.

(b) The County shall, in each fiscal year set forth below, set aside from the tax levied pursuant to this Section 7.01(a) and the Authorization, an amount equal to that portion of the principal amount of the Series ____ Bonds set forth below for deposit in a subaccount established within the Debt Service Fund for the accumulation of funds necessary to pay the Series ____ Bonds at maturity.

Set-Aside Date (_____1)	Set-Aside Amount $

Section 7.02 Validity of Bonds. The recital contained in the Bonds that the same are regularly issued pursuant to all applicable laws shall be conclusive evidence of their validity and of compliance with the provisions of the law in their issuance.

Section 7.03 Further Assurances. The District and the County will promptly execute and deliver or cause to be executed and delivered all such other and further instruments, documents or assurances, and promptly do or cause to be done all such other and further things, as may be necessary or reasonably required in order to further and more fully vest in the Owners all rights, interest, powers, benefits, privileges and advantages conferred or intended to be conferred upon them by this Agreement.

Section 7.04 Tax Covenants of the District. (a) The District shall not take any action or inaction, or fail to take any action, or permit any action to be taken on its behalf or cause or permit any circumstances within its control to arise or continue, if such action or inaction would cause the Bonds to not be Qualified School Construction Bonds under Section 54A of the Code. Without limiting the generality of the forgoing, the District shall comply with the instructions and requirements of the Tax Certificate, which is incorporated herein as if fully set forth herein. This covenant shall survive payment in full or defeasance of the Bonds.

(b) In the event that at any time the District is of the opinion that for purposes of this Section it is necessary or helpful to restrict or limit the yield on the investment of any moneys held by the County under the County Resolution, or held by the Paying Agent under this Agreement, the District shall so instruct the County or the Paying Agent, as applicable, in writing, and the County and the Paying Agent shall take such action as may be necessary in accordance with such instructions.

(c) Notwithstanding any provisions of this Section, if the District shall provide to the Paying Agent an opinion of Bond Counsel that any specified action required under this Section is no longer required or that some further or different action is required in order for the Bonds to be Qualified School Construction Bonds under Section 54A of the Code, the Paying Agent may conclusively rely on such opinion in complying with the requirements of this Section, and the covenants hereunder shall be deemed to be modified to that extent.

Section 7.05 Tax Covenants of the County. (a) The County shall not take any action or inaction, or fail to take any action, or permit any action to be taken on its behalf or cause or permit any circumstances within its control to arise or continue, if such action or inaction would cause the Bonds to not be Qualified School Construction Bonds under Section 54A of the Code. Without limiting the generality of the forgoing, the County shall comply with the instructions and requirements of the Tax Certificate, which is incorporated herein as if fully set forth herein. This covenant shall survive payment in full or defeasance of the Bonds.

(b) In the event that at any time the County is of the opinion that for purposes of this Section it is necessary or helpful to restrict or limit the yield on the investment of any moneys held by the Paying Agent under this Agreement, the County shall so instruct the Paying Agent, in writing, and the Paying Agent shall take such action as may be necessary in accordance with such instructions.

(c) Notwithstanding any provisions of this Section, if the District shall provide to the Paying Agent an opinion of Bond Counsel that any specified action required under this Section is no longer required or that some further or different action is required in order for the Bonds to be Qualified School Construction Bonds under Section 54A of the Code, the Paying Agent may conclusively rely on such opinion in complying with the requirements of this Section, and the covenants hereunder shall be deemed to be modified to that extent.

Section 7.06 Continuing Disclosure Covenant. Upon the issuance of any Series of Bonds requiring an undertaking regarding continuing disclosure under Securities and Exchange Commission Rule 15c2-12, the District hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Agreement executed and delivered in connection with such Series of Bonds. Notwithstanding any other provision of this Agreement, failure of the District to comply with the Continuing Disclosure Agreement shall not be considered

an event of default hereunder; provided that any Owner or Beneficial Owner (as defined below) may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this section. For purposes of this section, "Beneficial Owner" means any person which has or shares the power, directly or indirectly, to make investment decisions concerning ownership of any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries).

ARTICLE VIII

THE PAYING AGENT

Section 8.01 Appointment; Acceptance. U.S. Bank National Association, is hereby appointed Paying Agent and hereby accepts and agrees to perform the duties and obligations of the Paying Agent, registrar and transfer agent specifically imposed upon it by this Agreement, and no implied duties shall be read into this Agreement against the Paying Agent.

Section 8.02 Resignation, Removal, Replacement of Paying Agent. The Paying Agent may at any time resign by giving written notice to the District of such resignation, whereupon the District shall promptly appoint a successor Paying Agent by the resignation date. Resignation of the Paying Agent will be effective forty-five (45) days after notice of the resignation is given as stated above or upon appointment of a successor Paying Agent, whichever first occurs. The District may at any time remove the Paying Agent and any successor Paying Agent by an instrument given in writing. After removal or receiving a notice of resignation of the Paying Agent, the District may appoint a temporary Paying Agent or temporarily assume the duties of the Paying Agent to replace the former Paying Agent until the District appoints a successor Paying Agent. Any such temporary Paying Agent so appointed by the District shall immediately and without further act be superseded by the successor Paying Agent upon the appointment of and acceptance thereof by such successor.

The Paying Agent is hereby authorized to pay or redeem the Bonds when duly presented for payment at maturity, or on prior redemption, and to cancel all Bonds upon payment thereof. The Paying Agent shall keep accurate records of all funds administered by it and of all Bonds paid and discharged.

Any Paying Agent appointed under the provisions of this Section in succession to the Paying Agent shall be a trust company, bank or corporation having the powers of a trust company having (or, if such trust company, bank or corporation is a member of a bank holding company system, the related bank holding company shall have) a combined capital and surplus of at least seventy-five million dollars ($75,000,000), in good standing and subject to supervision or examination by federal or state authority. If such bank or trust company, corporation or bank holding company publishes a report of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purpose of this paragraph the combined capital and surplus of such bank, trust company or corporation shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. In case at any time the Paying Agent shall cease to be eligible in accordance with the provisions of this paragraph, the Paying Agent shall resign immediately in the manner and with the effect specified in this Section.

Section 8.03 Accounting Records. The Paying Agent shall keep proper books of record and accounts containing complete and correct entries of all transactions relating to the receipt, investment, disbursement, allocation and application of the moneys related to the Bonds, including

moneys derived from or to be used to make payments on the Bonds. Such records shall specify the account or fund to which each investment (or portion thereof) held by the Paying Agent is to be allocated and shall set forth, in the case of each investment security, (a) its purchase price, (b) identifying information, including par amount, coupon rate, and payment dates, (c) the amount received at maturity or its sale price, as the case may be, including accrued interest, (d) the amounts and dates of any payments made with respect thereto, and (e) the dates of acquisition and disposition or maturity. Such books of record and account shall be available for inspection by the District during the Paying Agent's normal business hours and under reasonable circumstances.

Section 8.04 Merger or Consolidation. Any company or bank into which the Paying Agent may be merged or converted or with which it may be consolidated or any company or bank resulting from any merger, conversion or consolidation to which it shall be a party or any company or bank to which the Paying Agent may sell or transfer all or substantially all of its corporate trust business, provided such company or bank shall be eligible under Section 7.01, shall be the successor to such Paying Agent without the execution or filing of any paper or any further act, anything herein to the contrary notwithstanding.

Section 8.05 Protection of Paying Agent. The Paying Agent hereby agrees, provided sufficient immediately available funds have been provided to it for such purpose by or on behalf of the District, to use the funds deposited with it hereunder in the Bond Payment Fund solely for payment of the principal of and interest on the Bonds as the same shall become due or become subject to earlier redemption. The Paying Agent shall not be responsible for: (i) the application or handling by the District of any moneys transferred to or pursuant to any Request or Requisition of the District in accordance with the terms and conditions hereof; (ii) any error or omission by the District in making any computation or giving any instruction pursuant to Section 5.03 hereof, or (iii) the construction, operation or maintenance of the Project by the District. The Paying Agent shall have no responsibility with respect to any information, statement, or recital in any official statement, offering memorandum or any other disclosure material prepared or distributed with respect to the Bonds.

Section 8.06 Reliance on Documents, Etc.

(a) The Paying Agent may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, on certificates or opinions furnished to the Paying Agent by the District.

(b) The Paying Agent shall not be liable for any error of judgment made in good faith. The Paying Agent shall not be liable for other than its gross negligence or willful misconduct in connection with any act or omission hereunder.

(c) No provision of this Agreement shall require the Paying Agent to expend or risk its own funds or otherwise incur any financial liability for performance of any of its duties hereunder, or in the exercise of any of its rights or powers.

(d) The Paying Agent may rely, or be protected in acting or refraining from acting, upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, facsimile transmission, electronic mail, bond, note, security or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. The Paying Agent need not examine the ownership of any Bond, but is protected in acting upon receipt of

Bonds containing an endorsement or instruction of transfer or power of transfer which appears on its face to be signed by the Owner or agent of the Owner.

(e) The Paying Agent may consult with counsel, and the advice of such counsel or any Opinion of Counsel shall be full authorization and protection with respect to any action taken, suffered or omitted by it hereunder in good faith and reliance thereon.

(f) The Paying Agent may exercise any of the powers hereunder and perform any duties hereunder either directly or by or through agents or attorneys and shall not be responsible for the acts or omissions of such agents or attorneys appointed by it with due care.

(g) The Paying Agent shall not be considered in breach of or in default in its obligations hereunder or progress in respect thereto in the event of enforced delay ("unavoidable delay") in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not limited to, Acts of God or of the public enemy or terrorists, acts of a government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, earthquakes, explosion, mob violence, riot, inability to procure or general sabotage or rationing of labor, equipment, facilities, sources of energy, material or supplies in the open market, litigation or arbitration involving a party or others relating to zoning or other governmental action or inaction pertaining to the project, malicious mischief, condemnation, and unusually severe weather or delays of suppliers or subcontractors due to such causes or any similar event and/or occurrences beyond the control of the Paying Agent.

(h) The Paying Agent shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, entitlement order, approval or other paper or document. Anything in this Agreement to the contrary notwithstanding, in no event shall the Paying Agent be liable for special, indirect, punitive or consequential loss or damage of any kind whatsoever (including but not limited to lost profits), even if the Paying Agent has been advised of the likelihood of such loss or damage and regardless of the form of action.

(i) The Paying Agent agrees to accept and act upon instructions or directions pursuant to this Agreement sent by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods, provided, however, that, the Paying Agent shall have received an incumbency certificate listing persons designated to give such instructions or directions and containing specimen signatures of such designated persons, which such incumbency certificate shall be amended and replaced whenever a person is to be added or deleted from the listing. If the District or the County elects to give the Paying Agent e-mail or facsimile instructions (or instructions by a similar electronic method) and the Paying Agent in its discretion elects to act upon such instructions, the Paying Agent's understanding of such instructions shall be deemed controlling. The Paying Agent shall not be liable for any losses, costs or expenses arising directly or indirectly from the Paying Agent's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The District and the County agree to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Paying Agent, including without limitation the risk of the Paying Agent acting on unauthorized instructions, and the risk of interception and misuse by third parties.

Section 8.07 Recitals of District. The recitals contained herein and in the Bonds shall be taken as the statements of the District, and the Paying Agent assumes no responsibility for their correctness.

Section 8.08 Paying Agent May Own Bonds. The Paying Agent, in its individual or any other capacity, may become the owner or pledgee of Bonds with the same rights it would have if it were not the Paying Agent for the Bonds.

Section 8.09 Investment of Funds and Accounts; Money Held by Paying Agent; Unclaimed Monies. All moneys in any of the funds and accounts held by the Paying Agent and established pursuant to this Agreement shall be invested solely in Investment Securities pursuant to a Written Request of the District. All Investment Securities shall, as directed by the District in writing, be acquired subject to the limitations set forth in Section 6.04, the limitations as to maturities hereinafter in this Section set forth and such additional limitations or requirements consistent with the foregoing as may be established by Written Request and not inconsistent with the duties of the Paying Agent hereunder. If and to the extent the Paying Agent does not receive investment instructions from the District with respect to the moneys in the funds and accounts held by the Paying Agent pursuant to this Agreement, such moneys shall be held invested and the Paying Agent shall thereupon immediately request written investment instructions from the District for such moneys.

Moneys in the funds and accounts created hereunder shall be invested in Investment Securities maturing or available on demand not later than the date on which it is estimated that such moneys will be required by the Paying Agent.

All interest, profits and other income received from the investment of moneys in any fund or account shall remain in that fund or account, unless the District shall direct that such earnings be transferred to the Rebate Fund. All interest, profits and other income received from the investment of moneys in the Rebate Fund shall be retained in the Rebate Fund, except as provided in Section 6.04.

The Paying Agent may not commingle any of the funds or accounts established pursuant to this Agreement, and all funds or accounts held by the Paying Agent hereunder shall be accounted for separately as required by this Agreement. The Paying Agent or any of its affiliates may act as principal or agent in the making or disposing of any investment and, with the prior written consent of the District, may impose its customary charge therefor. The Paying Agent may, upon consultation with the District, sell or present for redemption, any Investment Securities so purchased whenever it shall be necessary to provide moneys to meet any required payment, transfer, withdrawal or disbursement from the fund or account to which such Investment Security is credited, and the Paying Agent shall not be liable or responsible for any loss resulting from such investment or redemption.

The Paying Agent shall also provide to the District, in accordance with a Written Request of the District, with respect to each Investment Security such documentation as is reasonably available to the Paying Agent and is required by the Code or other applicable law to be obtained by the District as evidence to establish that each investment has been acquired and disposed of on an established market in arm's-length transactions at a price equal to its fair market value and with no amounts having been paid to reduce the yield on the investments, or shall be United States Treasury Obligations-State and Local Government Series as set forth in the Tax Certificate. The District acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grants the District the right to receive brokerage confirmations of security

transactions as they occur at no additional cost, the District specifically waives receipt of such confirmations to the extent permitted by law. The Paying Agent will furnish the District monthly cash transaction statements which include detail for all investment transactions made by the Paying Agent hereunder and all account balances held by the Paying Agent.

Any money held in any fund created pursuant to this Agreement, or held by the Paying Agent in trust, for the payment of the principal of, redemption premium, if any, or interest on the Bonds and remaining unclaimed for two years (subject to applicable escheat law) after the principal of all of the Bonds has become due and payable (whether by maturity or upon prior redemption), during which period the Paying Agent shall hold such funds without liability for interest, shall be transferred and applied to the payment of any outstanding general obligation bonds of the District; or, if no such general obligation bonds of the District are at such time outstanding, said monies shall be transferred to the general fund of the District as provided and permitted by law.

Section 8.10 Other Transactions. The Paying Agent may engage in or be interested in any financial or other transaction with the District.

Section 8.11 Interpleader. The Paying Agent may seek adjudication of any adverse claim, demand, or controversy over its person as well as funds on deposit, in a court of competent jurisdiction. The Paying Agent has the right to file an action in interpleader in any court of competent jurisdiction to determine the rights of any person claiming any interest herein.

Section 8.12 Payment; Indemnification. The District shall pay the reasonable fees and expenses of the Paying Agent (including reasonable fees and disbursements of its counsel and other agents) incurred in and about the performance of its powers and duties under this Agreement. The District, to the extent permitted by law, shall indemnify the Paying Agent, its officers, directors, employees, and agents ("Indemnified Parties") for, and hold them harmless against any loss, cost, claim, liability or expense arising out of or in connection with the Paying Agent's acceptance or administration of the Paying Agent's duties hereunder or under the Bonds (except any loss, liability or expense to be attributable to the Paying Agent's gross negligence or willful misconduct), including without limitation the cost and expense (including its counsel fees and disbursements, including the allocated costs and disbursements of internal counsel) of defending itself against any claim or liability in connection with the exercise or performance of any of its powers or duties under this Agreement. The provisions of this Section 7.10 shall survive termination of this Agreement and shall continue for the benefit of any Paying Agent after its resignation or removal as Paying Agent hereunder.

ARTICLE IX

MISCELLANEOUS

Section 9.01 Amendment, Modification, Waiver. This Agreement may be supplemented by a Supplemental Agreement to provide for issuance of an additional Series of Bonds pursuant to the provisions set forth in Section 3.04. This Agreement may also be amended by a Supplemental Agreement executed by the parties hereto, provided, that no amendment, modification or waiver of any provision of this Agreement nor consent to any departure by the parties hereto shall in any event be effective unless the same shall be in writing and signed by such parties, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

Section 9.02 Notices. Unless otherwise specified herein, all notices, statements, orders, requests or other communications hereunder by any party to another shall be in writing and shall be sufficiently given and served upon the other party if delivered personally or if mailed by United States registered or certified mail, return receipt requested, postage prepaid, or if given by fax, electronically, or other means of written communication and confirmed by mail:

If to the District:	Beaumont Unified School District 500 Grace Avenue Beaumont, CA 92223 Attn: Superintendent
If to the County:	Treasurer-Tax Collector Riverside County Executive Office 4080 Lemon Street, 4th Floor Riverside, CA 92502
If to the Paying Agent:	U.S. Bank National Association Attn: Corporate Trust Services
If to the Depository:	The Depository Trust Company Electronic only: redemptionnotification@dtcc.com

Section 9.03 Governing Law; Procedure in Case of Default. This Agreement shall be construed and governed in accordance with the laws of the State of California. The procedure to be used in case of default shall be in accordance with the laws of the State of California.

Section 9.04 Counterparts. This Agreement may be signed in several counterparts, each of which will constitute an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their officers duly authorized as of the date first written above.

BEAUMONT UNIFIED SCHOOL DISTRICT

By_____
Authorized Officer

TREASURER-TAX COLLECTOR OF THE COUNTY OF RIVERSIDE, CALIFORNIA

By_____
Authorized Officer

U.S. BANK NATIONAL ASSOCIATION, as Paying Agent

By_____
Authorized Officer

APPENDIX A

[FORM OF TAX CREDIT BOND]

Number
R-____

UNITED STATES OF AMERICA
STATE OF CALIFORNIA
COUNTY OF RIVERSIDE

Maturity Value
$_____

BEAUMONT UNIFIED SCHOOL DISTRICT
ELECTION OF 2008 GENERAL OBLIGATION BONDS,
QUALIFIED SCHOOL CONSTRUCTION BOND
SERIES ____
(TAX CREDIT BOND)

THE BEAUMONT UNIFIED SCHOOL DISTRICT AND THE COUNTY OF RIVERSIDE HAVE DESIGNATED THIS BOND AS A QUALIFIED SCHOOL CONSTRUCTION BOND WITHIN THE MEANING OF SECTION 54F OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED.

Maturity Date	Tax Credit Rate	Date as of	CUSIP No.
_____, ____	____%	_____, 2009	_____

Registered Owner: Cede & Co.
Principal Sum: _____ DOLLARS

The Beaumont Unified School District, County of Riverside, State of California (herein called the "District"), for value received hereby acknowledges itself obligated to and promises to pay, but only from taxes collected by the County of Riverside (the "County") for such purpose pursuant to Section 15250 of the Education Code of the State of California, to the registered owner identified above or registered assigns, on the maturity date set forth above, the principal sum specified above (the "Principal Component" or "Maturity Value") in lawful money of the United States of America. This Bond shall not bear interest. This Bond is a Tax Credit Bond issued as a "Qualified School Construction Bond" as defined in Section 54F of the Internal Revenue Code of 1986, as amended (the "Code") and is composed of the Principal Component and Tax Credit components evidenced by the tax credit certificate (the "Tax Credit Certificate") attached hereto as Exhibit A, the ownership of which may be separated from the Principal Component. So long as the ownership of the Tax Credit component of this Bond has not been separated from the ownership of the Principal Component of this Bond, the owner of this Bond may be eligible to receive tax credits determined based on the Tax Credit Rate set forth above in accordance with Section 54A of the Code as described in the Tax Credit Certificate.

The principal hereof is payable to the registered owner hereof upon the surrender hereof at the designated corporate trust office of U.S. Bank National Association as the initial paying agent, registrar and transfer agent of the District (herein called the "Paying Agent"), appointed pursuant to a Paying Agent and Transfer Agent Agreement, dated as of _____, 2009 (the "Paying Agent Agreement") by and among the District, the County and the Paying Agent. So long as Cede & Co. or its registered assigns shall be the registered owner of this Bond, payment shall be made by

wire transfer through The Depository Trust Company ("DTC") as provided in the Paying Agent Agreement.

This Bond is one of a duly authorized issue of bonds of like tenor (except for such variations, if any, as may be required to designate varying series, numbers, denominations, interest rates, interest payment modes, maturities and redemption provisions), amounting in the aggregate to $_____ and designated as "Beaumont Unified School District Election of 2008 General Obligation Bonds, Qualified School Construction Bonds Series ____, (Tax Credit Bonds)" (the "Bonds"). The Authorization that authorized the issuance of $125,000,000 of bonds of the District, including the Bonds, was approved by a vote of at least fifty-five percent (55%) of the voters voting at an election duly and legally called, held and conducted in the District on November 4, 2008. The Bonds are issued and sold by the Board of Supervisors of the County of Riverside, State of California, pursuant to and in strict conformity with the provisions of the Constitution and laws of said State, a resolution (herein called the "Resolution") adopted by said Board of Supervisors on _____, 2009, the Paying Agent Agreement and a Bond Purchase Contract executed by the District, the County and the underwriters of the Bonds on _____, 2009.

The Bonds are issuable as fully registered bonds without coupons in the denomination of $_____ principal amount or any integral multiple thereof, provided that no Bond shall have principal maturing on more than one principal maturity date. Subject to the limitations and conditions and upon payment of the charges, if any, as provided in the Paying Agent Agreement, Bonds may be exchanged for a like aggregate principal amount of Bonds of the same series, tenor, and maturity of other Authorized Denominations.

This Bond is transferable by the registered owner hereof, in person or by attorney duly authorized in writing, at the designated corporate trust office of the Paying Agent, but only in the manner, subject to the limitations and upon payment of the charges provided in the Paying Agent Agreement, and upon surrender and cancellation of this Bond. Upon such transfer, a new Bond or Bonds of Authorized Denominations of the same series, tenor, maturity and same aggregate principal amount will be issued to the transferee in exchange herefor.

The County, the District and the Paying Agent may treat the registered owner hereof as the absolute owner hereof for all purposes, and the County, the District and the Paying Agent shall not be affected by any notice to the contrary.

The Bonds are not subject to optional or mandatory sinking fund redemption prior to maturity.

The Bonds shall be subject to extraordinary mandatory redemption, in whole or in part, on _____, ____, or, in the event of an extension negotiated with the Internal Revenue Service, on a Tax Credit Allowance Date that occurs on or before _____, ____, in authorized denominations, at a redemption price equal to the principal amount of the Bonds called for redemption, in an amount equal to unexpended proceeds of the sale of the Bonds held by the District, but only to the extent that the District fails to expend all of the proceeds of the Bonds within three years of issuance thereof and no extension of the period for expenditure has been granted by the Internal Revenue Service.

Upon a Determination of Loss of Qualified School Construction Bond Status, the Series ____ Bonds shall be subject to extraordinary mandatory redemption prior to their fixed maturity date, in

whole on the date designated by the District, which date shall be a date on or prior to the January 15 following the next succeeding _____ after such Determination of Loss of Qualified School Construction Bond Status, at a redemption price equal to (i) the principal amount of the Bonds called for redemption, plus (ii) the Redemption Premium, plus (iii) accrued interest on the principal amount of the Bonds called for redemption (calculated at the Tax Credit Rate) from the Tax Credit Allowance Date immediately preceding the Redemption Date to the date of redemption.

In addition, in the event that any Tax Credits recognized prior to the date of redemption are determined to be ineligible as Tax Credits as a result of the Determination of Loss of Qualified School Construction Bond Status, the redemption price shall include an additional amount payable to the owners, as of the applicable Tax Credit Allowance Dates, of the Tax Credit Certificates for such Tax Credits equal to the amount of such Tax Credits, plus interest thereon from the applicable Tax Credit Allowance Date to the date of redemption, at a rate equal to the large corporate underpayment rate determined from time to time by the Internal Revenue Service.

In the event that the ownership of the Tax Credit Certificates has been separated from the ownership of the Bonds and registered separately pursuant to the Paying Agent Agreement, the Tax Credit Certificates related to the redeemed Bonds shall be called for redemption in the same manner as the Bonds, and the redemption price shall be allocated to the Principal Components of the Bonds and the Tax Credit Certificates in the proportions set forth in the Table of Redemption Values for Tax Credits and Principal Strips attached hereto as Schedule I.

In reliance upon the representations, certifications and declarations of the District, the Board of Supervisors hereby certifies and declares that the total amount of indebtedness of the District, including the amount of this Bond, is within the limit provided by law; that all acts, conditions and things required by law to be done or performed precedent to and in the issuance of this Bond have been done and performed in strict conformity with the laws authorizing the issuance of this Bond; and that this Bond is in substantially the form prescribed by order of the Board of Supervisors duly made and entered on its minutes. The Bonds represent an obligation of the District payable out of the Debt Service Fund of the District, and the money for the payment of principal of, premium, if any, and redemption price hereof, shall be raised by taxation upon the taxable property of the District.

This bond shall not be entitled to any benefit under the Resolution, or become valid or obligatory for any purpose, until the certificate of authentication and registration hereon endorsed shall have been signed by the Paying Agent.

IN WITNESS WHEREOF the Board of Supervisors of the County of Riverside has caused this BEAUMONT UNIFIED SCHOOL DISTRICT ELECTION OF 2008 GENERAL OBLIGATION BONDS, QUALIFIED SCHOOL CONSTRUCTION BOND SERIES ____, (TAX CREDIT BOND), to be signed by its Chair and by the Treasurer-Tax Collector of the County, and to be countersigned by the Clerk of said Board, as of the date set forth above.

[specimen-not for signature]
Chairman of the Board of Supervisors
County of Riverside

[specimen-not for signature]
Treasurer-Tax Collector
County of Riverside

[specimen-not for signature]
Executive Officer-Clerk
of the Board of Supervisors

PAYING AGENT'S CERTIFICATE OF AUTHENTICATION
AND REGISTRATION

This is one of the BEAUMONT UNIFIED SCHOOL DISTRICT ELECTION OF 2008 GENERAL OBLIGATION BONDS, QUALIFIED SCHOOL CONSTRUCTION BOND SERIES ____, (TAX CREDIT BOND), described in the within-mentioned Resolution and Paying Agent Agreement and authenticated and registered on _____, 2009.

U.S. BANK NATIONAL ASSOCIATION, as Paying Agent/Registrar and Transfer Agent

_____[specimen-not for signature]_____
Authorized Officer

DTC LEGEND

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to Issuer or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

PRINCIPAL STRIP LEGEND

If the ownership of the Principal Component of this Bond is separated from the ownership of the related Tax Credit Certificates the following legend shall be applied to this Bond to evidence that it is a Principal Strip and a new identification number shall be applied to the resulting Principal Strip that is distinct from the identifying number for the original Bond.

[This is a PRINCIPAL COMPONENT ONLY of one of the BEAUMONT UNIFIED SCHOOL DISTRICT Election of 2008 General Obligation Bonds, QUALIFIED SCHOOL CONSTRUCTION BOND SERIES ____, (TAX CREDIT BOND), described in the within-mentioned Resolution and Paying Agent Agreement and the registered owner of this Principal Strip is not entitled to the related Tax Credits associated with the Bond or the payment of any redemption price allocable to the Tax Credit Certificates related to the Bond of which this is the Principal Component only. The undersigned has duly authenticated and registered this Principal Strip on _____.]

U.S. BANK NATIONAL ASSOCIATION, as Paying Agent/Registrar and Transfer Agent

_____[specimen-not for signature]_____
Authorized Officer

(FORM OF ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

_____

(Please print or typewrite name, address and social security or other identifying number of Transferee)

_____

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints

_____

to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed

_____

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution.

_____

NOTICE: The signature to this assignment must correspond with the name as it appears upon the within Bond in every particular, without alteration or enlargement or any change whatsoever.

EXHIBIT A

Certificate Number
TC-____

UNITED STATES OF AMERICA
STATE OF CALIFORNIA
COUNTY OF RIVERSIDE

Notional Amount
$_____

BEAUMONT UNIFIED SCHOOL DISTRICT
ELECTION OF 2008 GENERAL OBLIGATION BONDS,
QUALIFIED SCHOOL CONSTRUCTION BOND
SERIES ____,
(TAX CREDIT BOND)

Sale Date of Related Bonds	Issuance Date of Related Bonds	Maturity Date of Related Bonds	Applicable Tax Credit Rate	CUSIP No. of Related Bonds
_____, ____	_____, ____	_____, ____	____%	_____

Tax Credit Allowance Date	CUSIP No. (if stripped from Related Bonds Base: ____)	Tax Credit Allowance Date	CUSIP No. (if stripped from Related Bonds Base: ____)	Tax Credit Allowance Date	CUSIP No. (if stripped from Related Bonds Base: ____)	Tax Credit Allowance Date	CUSIP No. (if stripped from Related Bonds Base: ____)

Dated: _____, 2009

Registered Owner: Cede & Co.

Notional Amount of
this Certificate:_____ DOLLARS

This certificate evidences the entitlement of the registered owner identified above or registered assigns to the credit (the "Tax Credit"), under Section 54A of the Internal Revenue Code of 1986, as amended (the "Code"), against the tax imposed by Chapter 1 of the Code ("Chapter 1"), with respect to the Beaumont Unified School District Election of 2008 General Obligation Bonds, Qualified School Construction Bonds Series ____, (Tax Credit Bonds) (the "Related Bonds"), designated as qualified school construction bonds pursuant to Section 54F of the Code by the Beaumont Unified School District, County of Riverside, State of California (the "District") and the County of Riverside, California (the "County", and together with the District, the "Issuer"). This certificate evidences the Tax Credit component of the Related Bonds and the obligation of the District to maintain the status of the Related Bonds as qualified school construction bonds under the Code.

"Tax Credit Allowance Date" means each _____ 15, _____ 15, _____ 15, and _____ 15, beginning on the date of issuance of the Related Bonds and

ending on the maturity date thereof or such of those dates as are specified in the table on the cover page of this Tax Credit Certificate.

The holder hereof on the Tax Credit Allowance Dates specified above shall be allowed a credit against the tax imposed by Chapter 1 in an amount equal to twenty five percent (25%) of the annual credit determined with respect to the Related Bonds, being the product of: (1) the applicable tax credit rate set forth above (the "Applicable Rate"), and (2) the outstanding face amount of the Related Bonds (the "Notional Amount").

This certificate is executed and delivered in conjunction with and as a component part of the Related Bonds and, together with other similar certificates relating to the Bonds, designated as "Certificates Evidencing Tax Credit Entitlement related to the Beaumont Unified School District Election of 2008 General Obligation Bonds, Qualified School Construction Bonds Series ____, (Tax Credit Bonds)" (the "Tax Credit Certificates"). The Authorization that authorized the issuance of $125,000,000 of bonds of the District, including the Related Bonds, was authorized by a vote of at least fifty-five percent (55%) of the voters voting at an election duly and legally called, held and conducted in the District on November 4, 2008. The Certificates are executed and delivered by the Board of Supervisors of the County and the Board of Trustees, pursuant to and in strict conformity with the provisions of the Constitution and laws of said State, a resolution of the Board of Trustees, adopted on _____, _____, and a resolution (herein called the "Resolution") adopted by the Board of Supervisors of the County on _____, _____, and subject to the more particular terms specified in a Bond Purchase Contract, executed by the District, the County and the underwriters of the Related Bonds on _____, 2009, and the Paying Agent and Transfer Agent Agreement, dated as of _____, 2009 (the "Paying Agent Agreement"), by and among the District, the County and U.S. Bank National Association, as the initial paying agent, registrar and transfer agent of the District (herein called the "Paying Agent").

The Tax Credit Certificates are subject to registration, transfer and exchange as provided in and subject to the terms and provisions of the Paying Agent Agreement.

The Related Bonds shall be subject to extraordinary mandatory redemption, in whole or in part, on [_____, _____], or, in the event of an extension negotiated with the Internal Revenue Service, on a Tax Credit Allowance Date that occurs on or before [_____, _____], in authorized denominations, at a redemption price equal to the principal amount of the Bonds called for redemption, in an amount equal to unexpended proceeds of the sale of the Related Bonds held by the District, but only to the extent that the District fails to expend all of the proceeds of the Related Bonds within three years of issuance thereof and no extension of the period for expenditure has been granted by the Internal Revenue Service.

Upon a Determination of Loss of Qualified School Construction Bond Status, the Related Bonds shall be subject to extraordinary mandatory redemption prior to their fixed maturity date, in whole on the date designated by the District, which date shall be a date on or prior to the [_____] following the next succeeding [_____] after such Determination of Loss of Qualified School Construction Bond Status, at a redemption price equal to (i) the principal amount of the Related Bonds called for redemption, plus (ii) the Redemption Premium, plus (iii) accrued interest on the principal amount of the Related Bonds called for redemption (calculated at the Tax Credit Rate) from the Tax Credit Allowance Date immediately preceding the Redemption Date to the date of redemption.

In addition, in the event that any Tax Credits recognized prior to the date of redemption are determined to be ineligible as Tax Credits as a result of the Determination of Loss of Qualified School Construction Bond Status, the redemption price shall include an additional amount payable to the owners, as of the applicable Tax Credit Allowance Dates, of the Tax Credit Certificates for such Tax Credits equal to the amount of such Tax Credits, plus interest thereon from the applicable Tax Credit Allowance Date to the date of redemption, at a rate equal to the large corporate underpayment rate determined from time to time by the Internal Revenue Service.

In the event that the ownership of the Tax Credit Certificates has been separated from the ownership of the Related Bonds and registered separately pursuant to the Paying Agent Agreement, the Tax Credit Certificates related to the redeemed Related Bonds shall be called for redemption in the same manner as the Related Bonds, and the redemption price shall be allocated to the Principal Components of the Related Bonds and the Tax Credit Certificates in the proportions set forth in the Table of Redemption Values for Tax Credits and Principal Strips attached hereto as Schedule I.

The District and the County hereby certify and declare that all acts, conditions and things required by law to be done or performed precedent to and in the execution and delivery of this Tax Credit Certificate have been done and performed in strict conformity with the laws authorizing the execution and delivery of this Tax Credit Certificate; and that this Tax Credit Certificate is in substantially the form prescribed by order of the Board of Supervisors duly made and entered on its minutes.

The District shall not take any action or inaction, or fail to take any action, or permit any action to be taken on its behalf or cause or permit any circumstances within its control to arise or continue, if such action or inaction would cause the Related Bonds to not be qualified school construction bonds under Section 54F of the Code. Without limiting the generality of the forgoing, the Issuer shall comply with the instructions and requirements of the Tax Certificate of the District (the "Tax Certificate"). Notwithstanding any provisions of this paragraph, if the District shall provide to the County an opinion of Bond Counsel that any specified action required under the Tax Certificate is no longer required or that some further or different action is required in order for the Related Bonds to be qualified school construction bonds under Section 54F of the Code, the County may conclusively rely on such opinion in complying with the requirements of this paragraph and of the Tax Certificate, and the covenants hereunder shall be deemed to be modified to that extent.

This Certificate shall not be entitled to any benefit or be valid for any purpose unless signed by manual or facsimile signature of an authorized signatory of the County and an authorized signatory of the District and authenticated by the manual signature of a duly authorized officer of the Paying Agent.

IN WITNESS WHEREOF the Board of Supervisors of the County of Riverside has caused this CERTIFICATE EVIDENCING TAX CREDIT ENTITLEMENT RELATED TO THE BEAUMONT UNIFIED SCHOOL DISTRICT ELECTION OF 2008 GENERAL OBLIGATION BONDS, QUALIFIED SCHOOL CONSTRUCTION BOND SERIES ____, (TAX CREDIT BOND), to be signed by the Treasurer-Tax Collector of the County and the Superintendent as of the date set forth above.

[specimen-not for signature]
Treasurer-Tax Collector
County of Riverside

[specimen-not for signature]
Superintendent
Beaumont Unified School District

PAYING AGENT'S CERTIFICATE OF AUTHENTICATION
AND REGISTRATION

This is one of the CERTIFICATES EVIDENCING TAX CREDIT ENTITLEMENT RELATED TO THE BEAUMONT UNIFIED SCHOOL DISTRICT ELECTION OF 2008 GENERAL OBLIGATION BONDS, QUALIFIED SCHOOL CONSTRUCTION BOND SERIES ____, (TAX CREDIT BOND), described in the within-mentioned Resolution and Paying Agent Agreement and authenticated and registered on _____, 2009.

U.S. BANK NATIONAL ASSOCIATION, as Paying Agent/Registrar and Transfer Agent

[specimen-not for signature]
Authorized Officer

DTC LEGEND

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to Issuer or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

SCHEDULE I

TABLE OF REDEMPTION VALUES FOR TAX CREDITS AND PRINCIPAL STRIPS

APPENDIX B

FORM OF TAX CREDIT STRIP REQUEST

To: [via email] _____@usbank.com

Re: Certificates Evidencing Tax Credit Entitlement related to the Beaumont Unified School District Election of 2008 General Obligation Bonds, Qualified School Construction Bonds Series ____, (Tax Credit Bonds)

The undersigned, _____, hereby certifies as follows:

1. I am the Registered Owner of (or, with respect to Book-Entry Bonds, the DTC Participant for) Beaumont Unified School District Election of 2008 General Obligation Bonds, Qualified School Construction Bonds Series ____, (Tax Credit Bonds) (the "Bonds"), in the principal amount set forth in the attached Schedule I hereto.

2. Pursuant to the provisions Article VI of that certain Paying Agent and Transfer Agent Agreement, dated as of _____, 2009 (the "Agreement"), among Beaumont Unified School District, the County of Riverside, California, and U.S. Bank National Association, as paying and transfer agent (the "Paying Agent"), I hereby request the separation of the Tax Credit Certificates from the Bonds identified in Paragraph 1 above and direct the Paying Agent to take such necessary action in connection therewith as set forth in Article VI of the Agreement.

Capitalized terms used but not defined herein shall have the meanings set forth in the Agreement. The form of this Tax Credit Strip Request may be modified or amended in the sole discretion of the Paying Agent.

Dated: _____.

By: _____

SCHEDULE I

IDENTIFICATION OF TAX CREDIT BONDS TO BE STRIPPED

Withdrawal: Amount (dollars): Participation Number:
Original CUSIP

Deposits:
Strip CUSIP

TAX Credit Strips

APPENDIX C

FORM OF TAX CREDIT CERTIFICATE EXPIRATION NOTICE TO DTC

To: The Depository Trust Company – via email only to: redemptionnotification@dtcc.com

Re: Certificates Evidencing Tax Credit Entitlement related to the Beaumont Unified School District Election of 2008 General Obligation Bonds, Qualified School Construction Bonds Series ____, (Tax Credit Bonds)

Expiration/Total Redemption:

NOTICE IS HEREBY GIVEN that the amounts of Tax Credit Certificates identified below by the CUSIP number shall expire on _____ 15, 20__, the applicable Tax Credit Allowance Date, in full with no value.

Expiration Date	Price:	Rate:	Amount:	CUSIP
_____ 15, 20__	ZERO	ZERO	ZERO	_____

For purposes of DTC records, the expiration of the Tax Credit Certificates is considered a redemption of the securities, and the Tax Credit Certificates identified herein are being called for redemption at no principal amount or accrued interest. On the expiration date the position in this CUSIP must be cancelled. No further Tax Credits will be offered.

Dated: [45 days prior to Expiration Date/Tax Credit Allowance Date]

U.S. BANK NATIONAL ASSOCIATION, as Paying Agent

_____

Authorized Representative

602

FORM APPROVED COUNTY COUNSEL
BY: MARSHA L. VICTOR DATE 9-30-09

Departmental Concurrence

SUBMITTAL TO THE BOARD OF DIRECTORS OF THE REDEVELOPMENT AGENCY COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

FROM: Redevelopment Agency

SUBMITTAL DATE: September 17, 2009

SUBJECT: Rubidoux Boulevard Street Improvement Project Phase I- Notice of Completion

RECOMMENDED MOTION: That the Board of Directors:

1. Accept construction of the Rubidoux Boulevard Street Improvement Project Phase I as complete and authorize release of retentions in accordance with the contract terms;
2. Authorize the Chairman to execute the Notice of Completion for the Rubidoux Boulevard Street Improvement Project Phase I; and
3. Authorize the Clerk of the Board to file the attached Notice of Completion for the project.

BACKGROUND: On March 3, 2009 the Board of Directors awarded the construction contract to Martinez Concrete, Inc. for the Rubidoux Boulevard Street Improvement Project Phase I. Construction was completed on schedule and under budget. Formal acceptance of the street improvements is recommended.

R F Field

Robert Field
Executive Director

FINANCIAL DATA				
	Current F.Y. Total Cost:	$ 0	In Current Year Budget:	N/A
	Current F.Y. Net County Cost:	$ 0	Budget Adjustment:	N/A
	Annual Net County Cost:	$ 0	For Fiscal Year:	09/10

COMPANION ITEM ON BOARD OF SUPERVISORS AGENDA: No

SOURCE OF FUNDS: N/A

Positions To Be Deleted Per A-30 ☐

Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION:

APPROVE

BY: Jennifer L. Sargent

County Executive Office Signature

Dep't Recomm.: ☐ Consent ☒ Policy

Per Exec. Ofc.: ☐ Consent ☑ Policy

Prev. Agn. Ref.: 11/18/08 (4.4), 03/03/09 (4.1) | **District:** 2 | **Agenda Number:** 4.1

RF:DM:TE:GP:RM 9561
S:\Shared\RDACOM\DIS2\Rubidoux\Rubidoux Blvd. Phase I\2.0 Form 11 Board & Approvals\F-11 Notice of completion_BOD.doc

PLEASE COMPLETE THIS INFORMATION
RECORDING REQUESTED BY:

KECIA HARPER-IHEM, CLERK OF THE BOARD
RIVERSIDE CO. CLERK OF THE BOARD
4080 LEMON STREET, 1ST FLOOR CAC
P O BOX 1147 – RIVERSIDE, CA 92502

MAIL STOP # 1010

AND WHEN RECORDED MAIL TO:
RETURN TO: STOP #1010
RIVERSIDE COUNTY CLERK OF THE BOARD
P. O. BOX 1147 – RIVERSIDE, CA 92502

THIS SPACE FOR RECORDERS USE ONLY

NOTICE OF COMPLETION

To be recorded with County Recorder
within 10 days after completion.
No recording fee.

Notice is hereby given by the undersigned owner, a public entity of the State of California, that a public work of improvement has been completed, as follows:

Project title or description of work: Rubidoux Boulevard Street Improvement Phase I

Date of Completion: Date Hereof

Nature of owner: Government

Interest or estate of owner: Easement

Address of owner: Clerk of Board of Supervisors, County Administrative Center
4080 Lemon Street, Riverside, CA 92501

Name of contractor: Martinez Concrete, Inc.
920 West Foothill Blvd.
Azusa, CA 91702

Street or legal description of site: Rubidoux Boulevard Phase I (30th Street to 24th Street)

Dated: _____

Owner: Redevelopment Agency for the County of Riverside
(Name of Public Entity)

By: _____
Jeff Stone, Chairman, Board of Supervisors

FORM APPROVED COUNTY COUNSEL
BY: MARSHA L. VICTOR DATE 9-30-09

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE)

I am the Chairman of the governing board of the Redevelopment Agency for the County of Riverside, the public entity which executed the foregoing notice and on whose behalf I make this verification; I have read this notice, know its contents, and the same is true. I certify under penalty of perjury that the foregoing is true and correct.
Executed at Riverside, California on _____ (Date)

_____, Jeff Stone, Chairman of the Board of Supervisors

ATTEST: KECIA HARPER-IHEM, Clerk of the Board

By: _____ Deputy

603

FORM APPROVED COUNTY COUNSEL
BY: MARSHA L. VICTOR DATE 9-22-09

Departmental Concurrence

SUBMITTAL TO THE BOARD OF DIRECTORS OF THE REDEVELOPMENT AGENCY COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

FROM: Redevelopment Agency

SUBMITTAL DATE: September 17, 2009

SUBJECT: Limonite Avenue Street Improvement Project Phase IV- Notice of Completion

RECOMMENDED MOTION: That the Board Directors:

1. Accept construction of the Limonite Avenue Street Improvement Project Phase IV as complete and authorize release of retentions in accordance with the contract terms;
2. Authorize the Chairman to execute the Notice of Completion for the Limonite Avenue Street Improvement project; and
3. Authorize the Clerk of the Board to file the attached Notice of Completion for this project.

BACKGROUND: On January 13, 2009 the Board of Directors awarded the construction contract to H&H General Contractors, Inc. for the Limonite Avenue Street Improvement Project Phase IV. Construction was completed on schedule and under budget. Formal acceptance of the street improvements is recommended.

Robert Field
Executive Director

FINANCIAL DATA	**Current F.Y. Total Cost:**	$ 0	**In Current Year Budget:**	N/A
	Current F.Y. Net County Cost:	$ 0	**Budget Adjustment:**	N/A
	Annual Net County Cost:	$ 0	**For Fiscal Year:**	09/10

COMPANION ITEM ON BOARD OF SUPERVISORS AGENDA: No

SOURCE OF FUNDS: N/A

Positions To Be Deleted Per A-30 ☐

Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION:

APPROVE

BY: Jennifer L. Sargent

County Executive Office Signature

Dep't Recomm.: ☐ Consent ☒ Policy

Per Exec. Ofc.: ☐ Consent ☑ Policy

Prev. Agn. Ref.: 09/30/08 (4.7), 01/13/09 (4.2) | **District:** 2 | **Agenda Number:** 4.2

RF:DM:TE:GP:RM 9560
S:\Shared\RDACOM\DIS2\Pedley\Limonite Phase IV\2.0 Form 11 Board & Approvals\F-11 Notice of Completion_BOD.doc

To be recorded with County Recorder
within 10 days after completion.
No recording fee.

When recorded, return to:
Clerk, Board of Supervisors
4080 Lemon St., 1st Floor
Riverside, CA 92501

Notice of Completion

(Civil Code § 3093 - Public Works)

(For Recorder's Use)

Notice is hereby given by the undersigned owner, a public entity of the State of California, that a public work of improvement has been completed, as follows:

Project title or description of work: Limonite Avenue Street Improvement Phase IV

Date: Date Hereof

Nature of owner: Government

Interest or estate of owner: Easement

Address of owner: Clerk of the Board, County Administrative Center
4080 Lemon Street, Riverside, CA 92501

Name of contractor: H&H General Contractors, Inc.
P.O. Box 536, Highland, CA 92346-0536

Street address or legal description of site: Limonite Avenue (Archier St. to Downey St.), Riversid

Dated: _____

Owner: Redevelopment Agency for the County of Riverside
(Name of public entity)

Attest:
Kecia Harper-Ihem, Clerk
By:_____
Deputy

By: _____

Title: Chairman, Board of Directors

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE)

I am the Chairman of the governing board of the Redevelopment Agency of the County of Riverside the public entity which executed the foregoing notice and on whose behalf I make this verification: I have read said notice, know its contents, and the same time is true. I certify under penalty of perjury that the foregoing is true and correct.

Executed at _____, California on _____ (Date)

_____

FORM APPROVED COUNTY COUNSEL
BY: [signature] 9-22-09
MARSHA L. VICTOR DATE

Department of Facilities Management 11/04 mp

SUBMITTAL TO THE BOARD OF SUPERVISORS, COMMUNITY FACILITIES DISTRICT'S LEGISLATIVE BODY COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

6.15 A

FROM: COUNTY EXECUTIVE OFFICE

SUBMITTAL DATE: October 6, 2009

SUBJECT: Authorization of Judicial Foreclosure Action – Community Facilities Districts

RECOMMENDED MOTION: That the Board approve and adopt the following resolutions authorizing foreclosure action on certain real properties in certain Community Facilities Districts, such action being in accordance with resolutions previously approved by the Board regarding the formation of each District and collection of delinquent special taxes:

Reso. No. CFD 2009-13 for CFD 87-1 (South "A" Street)	1st District
Reso. No. CFD 2009-14 for CFD 87-5 (Wild Rose)	1st District
Reso. No. CFD 2009-15 for CFD 88-4 (Winchester Ranch)	3rd District
Reso. No. CFD 2009-16 for CFD 88-8 ("A" Street North)	1st District
Reso. No. CFD 2009-17 for CFD 89-4	3rd District
Reso. No. CFD 2009-18 for CFD 03-1 (Newport Road)	3rd District
Reso. No. CFD 2009-19 for CFD 04-2 (Lakehills Crest)	1st District
Reso. No. CFD 2009-20 for CFD 05-8 (Scott Road)	3rd District

BACKGROUND: The Board adopted resolutions establishing the formation of these Community Facilities Districts to provide specified infrastructure facilities, authorize the issuance of bonds to finance those facilities, and authorize the levy of special taxes to repay those bonds. The Board also adopted ordinances pertaining to the collection of the special taxes and the initiation of action in Superior Court to foreclose on any parcel for failure to pay the special taxes. For a list of the parcels being foreclosed, please review the Exhibit A's attached to each resolution.

Jerry Norris, Principal Management Analyst

FORM APPROVED COUNTY COUNSEL
BY: DALE A. GARDNER DATE 10/12/09

FINANCIAL DATA				
	Current F.Y. Total Cost:	$ 0	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	$ 0	Budget Adjustment:	No
	Annual Net County Cost:	$ 0	For Fiscal Year:	09/10

SOURCE OF FUNDS: N/A

Positions To Be Deleted Per A-30 ☐

Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION: APPROVE

BY: Dean Deines

County Executive Office Signature

☒ Policy ☐ Consent — Dep't Recomm.:

☒ Policy ☐ Consent — Per Exec. Ofc.:

Prev. Agn. Ref.:

District: 1st & 3rd

Agenda Number: 8.1 a-h

Board of Supervisors
***Ex Officio* Legislative Body**

County of Riverside
Community Facilities Districts

RESOLUTION NO. CFD 2009-13

RESOLUTION OF COMMUNITY FACILITIES DISTRICT NO. 87-1 (SOUTH "A" STREET) OF THE COUNTY OF RIVERSIDE ORDERING THAT ACTION BE BROUGHT IN SUPERIOR COURT TO FORECLOSE ON CERTAIN REAL PROPERTY FOR DEFAULT OF PAYMENT OF SPECIAL TAX

WHEREAS, the Board of Supervisors of the County of Riverside (respectively, the "Board" and the "County") on behalf of Community Facilities District No. 87-1 (South "A" Street) of the County (the "District"), by Resolution No. 2006-04 that was adopted on June 20, 2006, authorized the issuance and sale of Special Tax Refunding Bonds (the "Bonds") pursuant to the terms of the Indenture dated as of July 1, 2006, by and between the District and U.S. Bank National Association, as Trustee, (the "Indenture") to refund Special Tax improvement bonds that had previously been issued and sold to finance the construction of certain improvements within the District; and

WHEREAS, the County of Riverside, by the terms of the Indenture, covenants to timely initiate foreclosure proceedings against any parcel in the District for default of payment of the special tax levied to repay the principal and interest on the Bonds;

NOW, THEREFORE, BE IT RESOLVED, FOUND, DETERMINED AND ORDERED by the Board of Supervisors of the County of Riverside, California, acting *ex-officio* as the Legislative Body for Community Facilities District No. 87-1 (South "A" Street) of the County of Riverside, in regular session assembled on October 27, 2009, that:

1. The parcels within the District, listed on the attached Exhibit "A" are delinquent for the amounts shown as of the date shown.

2. Pursuant to Government code Section 53356.2 of the California Government Code, the Auditor-Controller of the County, in cooperation with the County Executive Office and the Special Counsel, as designated below, is to:

a.) cause the Treasurer-Tax Collector of the County to be credited upon the current tax roll with the amounts of the delinquent special taxes to be sued upon, including applicable penalties, interest, and cost, and is to be relieved of further duty in regard thereto; and

FORM APPROVED COUNTY COUNSEL
BY [signature] DATE 10/13/09
DAVE A. GARDNER

a

b.) request that the Treasurer-Tax Collector of the County cause all inquiries regarding payment of the delinquent special tax installments to be forwarded to the Special Counsel.

3. The designated Special Counsel, Sherman & Feller, is directed to bring action in Superior Court to foreclose against the parcels listed in Exhibit "A" for the amounts shown.

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PASSED and ADOPTED by the Board of Supervisors, acting ex-*officio* as the Legislative Body of the District on October 27,2009.

By: _____
Jeff Stone, Chairman of the Board of Supervisors,
acting *ex officio* as the Legislative Body of the District.

ATTEST:
Kecia Harper-Ihem, Clerk to the
Legislative Body of the District.

By: _____
Deputy Clerk

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EXHIBIT "A"

CFD 87-1

Owner Name	APN	Series	Delinquent Date	Installment Amount
CLASSIC PACIFIC LAND DEV	317-260-007-6	N/A	December 10, 2008 April 10, 2009	$3,484.32 $3,484.32
LAND DEV	317-260-033-9	N/A	December 10, 2008 April 10, 2009	$3,262.55 $3,262.55

Board of Supervisors
***Ex Officio* Legislative Body**

County of Riverside
Community Facilities Districts

RESOLUTION NO. CFD 2009-14

RESOLUTION OF COMMUNITY FACILITIES DISTRICT NO. 87-5 (WILD ROSE) OF THE COUNTY OF RIVERSIDE ORDERING THAT ACTION BE BROUGHT IN SUPERIOR COURT TO FORECLOSE ON CERTAIN REAL PROPERTY FOR DEFAULT OF PAYMENT OF SPECIAL TAX

WHEREAS, the Board of Supervisors of the County of Riverside (respectively, the "Board" and the "County"), on behalf of Community Facilities District No. 87-5 (Wild Rose) of the County (the "District"), by Resolution No. 97-46 that was adopted on February 19, 1997, authorized the issuance and sale of Special Tax Refunding Bonds (the "Bonds") pursuant to the terms of the Amended and Restated Fiscal Agent Agreement dated as of April 1, 1997, by and between the County and State Street Bank and Trust Company of California, N.A., a National Banking Association, as Fiscal Agent, (the "Fiscal Agent Agreement") to refund special tax improvement bonds that had previously been issued and sold to finance the construction of certain improvements within the District; and

WHEREAS, the County of Riverside, by the terms of the Fiscal Agent Agreement, covenants to timely initiate foreclosure proceedings against any parcel in the District for default of payment of the special tax levied to repay the principal and interest on the Bonds;

NOW, THEREFORE, BE IT RESOLVED, FOUND, DETERMINED AND ORDERED by the Board of Supervisors of the County of Riverside, California, acting *ex-officio* as the Legislative Body for Community Facilities District No. 87-5 (Wild Rose) of the County of Riverside, in regular session assembled on October 27,2009, that:

1. The parcels within the District, listed on the attached Exhibit "A" are delinquent for the amounts shown as of the date shown.

2. Pursuant to Government code Section 53356.2 of the California Government Code, the Auditor-Controller of the County, in cooperation with the County Executive Office and the Special Counsel, as designated below, is to:

a.) cause the Treasurer-Tax Collector of the County to be credited upon the current tax roll with the amounts of the delinquent special taxes to be sued upon, including applicable penalties,

FORM APPROVED COUNTY COUNSEL
BY DAVID A. SAMNER DATE 10/12/09

b

interest, and cost, and is to be relieved of further duty in regard thereto; and

b.) request that the Treasurer-Tax Collector of the County cause all inquiries regarding payment of the delinquent special tax installments to be forwarded to the Special Counsel.

3. The designated Special Counsel, Sherman & Feller, is directed to bring action in Superior Court to foreclose against the parcels listed in Exhibit "A" for the amounts shown.

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PASSED and ADOPTED by the Board of Supervisors, acting ex-*officio* as the Legislative Body of the District on October 27, 2009.

By: _____
Jeff Stone, Chairman of the Board of Supervisors,
acting *ex officio* as the Legislative Body of the District.

ATTEST:
Kecia Harper-Ihem, Clerk to the
Legislative Body of the District.

By: _____
Deputy Clerk

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EXHIBIT "A"

CFD 87-5 (WILD ROSE)

Owner Name	APN	Series	Delinquent Date	Installment Amount
MONICA MITCHELL	283-430-001-7	N/A	December 10, 2008	$731.14
		N/A	April 10, 2009	$731.14

Board of Supervisors
***Ex Officio* Legislative Body**

County of Riverside
Community Facilities Districts

RESOLUTION NO. CFD 2009-15

RESOLUTION OF COMMUNITY FACILITIES DISTRICT NO. 88-4 (WINCHESTER RANCH) OF THE COUNTY OF RIVERSIDE ORDERING THAT ACTION BE BROUGHT IN SUPERIOR COURT TO FORECLOSE ON CERTAIN REAL PROPERTY FOR DEFAULT OF PAYMENT OF SPECIAL TAX

WHEREAS, the Board of Supervisors of the County of Riverside (respectively, the "Board" and the "County") on behalf of Community Facilities District No. 88-4 (Winchester Ranch) of the County (the "District"), by Resolution No. 97-197 that was adopted on July 15, 1997, authorized the issuance and sale of Special Tax Refunding Bonds (the "Bonds") pursuant to the terms of the Fiscal Agent Agreement dated as of July 1, 1997, by and between the County and First Trust of California, National Association, as Fiscal Agent, (the "Fiscal Agent Agreement") to refund Special Tax improvement bonds that had previously been issued and sold to finance the construction of certain improvements within the District; and

WHEREAS, the County of Riverside, by the terms of the Fiscal Agent Agreement, covenants to timely initiate foreclosure proceedings against any parcel in the District for default of payment of the special tax levied to repay the principal and interest on the Bonds;

NOW, THEREFORE, BE IT RESOLVED, FOUND, DETERMINED AND ORDERED by the Board of Supervisors of the County of Riverside, California, acting *ex-officio* as the Legislative Body for Community Facilities District No. 88-4 (Winchester Ranch) of the County of Riverside, in regular session assembled on October 27,2009, that:

1. The parcels within the District, listed on the attached Exhibit "A" are delinquent for the amounts shown as of the date shown.

2. Pursuant to Government code Section 53356.2 of the California Government Code, the Auditor-Controller of the County, in cooperation with the County Executive Office and the Special Counsel, as designated below, is to:

a.) cause the Treasurer-Tax Collector of the County to be credited upon the current tax roll with the amounts of the delinquent special taxes to be sued upon, including applicable penalties,

FORM APPROVED COUNTY COUNSEL
BY: [signature] DATE 10/22/09
DALE A. GARDNER

C

interest, and cost, and is to be relieved of further duty in regard thereto; and

b.) request that the Treasurer-Tax Collector of the County cause all inquiries regarding payment of the delinquent special tax installments to be forwarded to the Special Counsel.

3. The designated Special Counsel, Sherman & Feller, is directed to bring action in Superior Court to foreclose against the parcels listed in Exhibit "A" for the amounts shown.

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PASSED and ADOPTED by the Board of Supervisors, acting ex-*officio* as the Legislative Body of the District on October 27, 2009.

By: _____
Jeff Stone, Chairman of the Board of Supervisors,
acting *ex officio* as the Legislative Body of the District.

ATTEST:
Kecia Harper-Ihem, Clerk to the
Legislative Body of the District.

By: _____
Deputy Clerk

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EXHIBIT "A"

CFD 88-4 (WINCHESTER RANCH)

Owner Name	APN	Series	Delinquent Date	Installment Amount
DIAMOND HAWK	957-330-054-2	N/A	December 10, 2008	$60,200.47
			April 10, 2009	$60,200.47

Board of Supervisors
***Ex Officio* Legislative Body**

County of Riverside
Community Facilities Districts

RESOLUTION NO. CFD 2009-16

RESOLUTION OF COMMUNITY FACILITIES DISTRICT NO. 88-8 ("A" STREET NORTH) OF THE COUNTY OF RIVERSIDE ORDERING THAT ACTION BE BROUGHT IN SUPERIOR COURT TO FORECLOSE ON CERTAIN REAL PROPERTY FOR DEFAULT OF PAYMENT OF SPECIAL TAX

WHEREAS, the Board of Supervisors of the County of Riverside (respectively, the "Board" and the "County") on behalf of Community Facilities District No. 88-8 ("A" Street North) of the County (the "District"), by Resolution No. CFD 2006-07 that was adopted on June 20, 2006, authorized the issuance and sale of Special Tax Refunding Bonds (the "Bonds") pursuant to the terms of the Indenture dated as of July 1, 2006, by and between the District and U.S. Bank National Association, as Trustee, (the "Indenture") to refund Special Tax improvement bonds that had previously been issued and sold to finance the construction of certain improvements within the District; and

WHEREAS, the County of Riverside, by the terms of the Indenture, covenants to timely initiate foreclosure proceedings against any parcel in the District for default of payment of the special tax levied to repay the principal and interest on the Bonds;

NOW, THEREFORE, BE IT RESOLVED, FOUND, DETERMINED AND ORDERED by the Board of Supervisors of the County of Riverside, California, acting *ex-officio* as the Legislative Body for Community Facilities District No. 88-8 ("A" Street North) of the County of Riverside, in regular session assembled on October 27,2009, that:

1. The parcels within the District, listed on the attached Exhibit "A" are delinquent for the amounts shown as of the date shown.

2. Pursuant to Government code Section 53356.2 of the California Government Code, the Auditor-Controller of the County, in cooperation with the County Executive Office and the Special Counsel, as designated below, is to:

a.) cause the Treasurer-Tax Collector of the County to be credited upon the current tax roll with the amounts of the delinquent special taxes to be sued upon, including applicable penalties, interest, and cost, and is to be relieved of further duty in regard thereto; and

FORM APPROVED COUNTY COUNSEL
BY: [signature] DATE 10/14/09
DAVID A. SARDNER

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b.) request that the Treasurer-Tax Collector of the County cause all inquiries regarding payment of the delinquent special tax installments to be forwarded to the Special Counsel.

3. The designated Special Counsel, Sherman & Feller, is directed to bring action in Superior Court to foreclose against the parcels listed in Exhibit "A" for the amounts shown.

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PASSED and ADOPTED by the Board of Supervisors, acting ex-*officio* as the Legislative Body of the District on October 27,2009.

By: _____
Jeff Stone, Chairman of the Board of Supervisors,
acting *ex officio* as the Legislative Body of the District.

ATTEST:
Kecia Harper-Ihem, Clerk to the
Legislative Body of the District.

By: _____
Deputy Clerk

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EXHIBIT "A"

CFD 88-8 (NORTH 'A' STREET)

Owner Name	APN	Series	Delinquent Date	Installment Amount
GRETZEL HUNT	317-130-034-8	N/A	December 10, 2008 April 10, 2009	$11,005.35 $11,005.35
GRETZEL HUNT	317-130-035-9	N/A	December 10, 2008 April 10, 2009	$12,131.69 $12,131.69

Board of Supervisors
***Ex Officio* Legislative Body**

County of Riverside
Community Facilities Districts

RESOLUTION NO. CFD 2009-17

RESOLUTION OF COMMUNITY FACILITIES DISTRICT NO. 89-4 OF THE COUNTY OF RIVERSIDE ORDERING THAT ACTION BE BROUGHT IN SUPERIOR COURT TO FORECLOSE ON CERTAIN REAL PROPERTY FOR DEFAULT OF PAYMENT OF SPECIAL TAX

WHEREAS, the Board of Supervisors of the County of Riverside (respectively, the "Board" and the "County") on behalf of Community Facilities District No. 89-4 of the County (the "District"), by Resolution No. CFD 2005-05 that was adopted on May 17, 2005, authorized the issuance and sale of Special Tax Bonds (the "Bonds") pursuant to the terms of the Fiscal Agent Agreement dated as of June 1, 2005, by and between the County and U.S. Bank National Association, as Fiscal Agent, (the "Fiscal Agent Agreement") to defease Special Tax improvement bonds that had previously been issued and sold to finance the construction of certain improvements within the District; and

WHEREAS, the County of Riverside, by the terms of the Fiscal Agent Agreement, covenants to timely initiate foreclosure proceedings against any parcel in the District for default of payment of the special tax levied to repay the principal and interest on the Bonds;

NOW, THEREFORE, BE IT RESOLVED, FOUND, DETERMINED AND ORDERED by the Board of Supervisors of the County of Riverside, California, acting *ex-officio* as the Legislative Body for Community Facilities District No. 89-4 of the County of Riverside, in regular session assembled on October 27, 2009, that:

1. The parcels within the District, listed on the attached Exhibit "A" are delinquent for the amounts shown as of the date shown.

2. Pursuant to Government code Section 53356.2 of the California Government Code, the Auditor-Controller of the County, in cooperation with the County Executive Office and the Special Counsel, as designated below, is to:

a.) cause the Treasurer-Tax Collector of the County to be credited upon the current tax roll with the amounts of the delinquent special taxes to be sued upon, including applicable penalties, interest, and cost, and is to be relieved of further duty in regard thereto; and

FORM APPROVED COUNTY COUNSEL
BY: [signature] 10/12/09
DALE A. GARDNER DATE

e

b.) request that the Treasurer-Tax Collector of the County cause all inquiries regarding payment of the delinquent special tax installments to be forwarded to the Special Counsel.

3. The designated Special Counsel, Sherman & Feller, is directed to bring action in Superior Court to foreclose against the parcels listed in Exhibit "A" for the amounts shown.

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PASSED and ADOPTED by the Board of Supervisors, acting ex-*officio* as the Legislative Body of the District on October 27, 2009.

By: _____
Jeff Stone, Chairman of the Board of Supervisors,
acting *ex officio* as the Legislative Body of the District.

ATTEST:
Kecia Harper-Ihem, Clerk to the
Legislative Body of the District.

By: _____
Deputy Clerk

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EXHIBIT "A"

CFD 89-4

Owner Name	APN	Series	Delinquent Date	Installment Amount
PONY EXPRESS LAND PROP & INV	910-250-029-2	N/A	December 10, 2007	$14,673.09
			April 10, 2008	$14,673.09
			December 10, 2008	$16,949.45
			April 10, 2009	$16,949.45
PONY EXPRESS LAND PROP & INV	910-250-032-4	N/A	December 10, 2008	$14,675.74
			April 10, 2009	$14,675.74

Board of Supervisors
***Ex Officio* Legislative Body**

County of Riverside
Community Facilities Districts

RESOLUTION NO. CFD 2009-18

RESOLUTION OF COMMUNITY FACILITIES DISTRICT NO. 03-1 (NEWPORT ROAD) OF THE COUNTY OF RIVERSIDE ORDERING THAT ACTION BE BROUGHT IN SUPERIOR COURT TO FORECLOSE ON CERTAIN REAL PROPERTY FOR DEFAULT OF PAYMENT OF SPECIAL TAX

WHEREAS, the Board of Supervisors of the County of Riverside (respectively, the "Board" and the "County"), on behalf of Community Facilities District No. 03-1 (Newport Road) of the County (the "District"), by Resolution No. CFD 2004-15 that was adopted on August 10, 2004, authorized the issuance and sale of Special Tax Improvement Bonds (the "Bonds") pursuant to the terms of the Bond Indenture dated as of August 1, 2004, by and between the District and Wells Fargo Bank, N.A., as Trustee, (the "Indenture") to finance the construction of certain improvements within the District; and

WHEREAS, the County of Riverside, by the terms of the Indenture, covenants to timely initiate foreclosure proceedings against any parcel in the District for default of payment of the special tax levied to repay the principal and interest on the Bonds;

NOW, THEREFORE, BE IT RESOLVED, FOUND, DETERMINED AND ORDERED by the Board of Supervisors of the County of Riverside, California, acting *ex-officio* as the Legislative Body for Community Facilities District No. 03-1 (Newport Road) of the County of Riverside, in regular session assembled on October 27, 2009, that:

1. The parcels within the District, listed on the attached Exhibit "A" are delinquent for the amounts shown as of the date shown.

2. Pursuant to Government code Section 53356.2 of the California Government Code, the Auditor-Controller of the County, in cooperation with the County Executive Office and the Special Counsel, as designated below, is to:

a.) cause the Treasurer-Tax Collector of the County to be credited upon the current tax roll with the amounts of the delinquent special taxes to be sued upon, including applicable penalties, interest, and cost, and is to be relieved of further duty in regard thereto; and

b.) request that the Treasurer-Tax Collector of the County cause all inquiries regarding

FORM APPROVED COUNTY COUNSEL
BY: [signature] 10/15/09
DALE A. GARDNER DATE

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payment of the delinquent special tax installments to be forwarded to the Special Counsel.

3. The designated Special Counsel, Sherman & Feller, is directed to bring action in Superior Court to foreclose against the parcels listed in Exhibit "A" for the amounts shown.

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PASSED and ADOPTED by the Board of Supervisors, acting e*x-officio* as the Legislative Body of the District on October 27, 2009.

By: _____
Jeff Stone, Chairman of the Board of Supervisors,
acting *ex officio* as the Legislative Body of the District.

ATTEST:
Kecia Harper-Ihem, Clerk to the
Legislative Body of the District.

By: _____
Deputy Clerk

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EXHIBIT "A"

CFD 03-1 (NEWPORT ROAD)

Owner Name	APN	Series	Delinquent Date	Installment Amount
SIMPSON 49	462-050-001-2	N/A	December 10, 2008 April 10, 2009	$3,359.32 $3,359.32
SIMPSON 49	462-050-002-3	N/A	December 10, 2008 April 10, 2009	$14,004.82 $14,004.82
WINCHESTER 320	466-340-016-0	N/A	December 10, 2008 April 10, 2009	$6,602.32 $6,602.32
WINCHESTER 320	466-340-017-1	N/A	December 10, 2008 April 10, 2009	$11,128.42 $11,128.42
BEELER 64	462-060-006-8	N/A	December 10, 2008 April 10, 2009	$3,475.65 $3,475.65
BEELER 64	462-060-012-3	N/A	December 10, 2008 April 10, 2009	$3,080.85 $3,080.85
BEELER 64	462-060-013-4	N/A	December 10, 2008 April 10, 2009	$3,080.85 $3,080.85
BEELER 64	462-060-015-6	N/A	December 10, 2008 April 10, 2009	$3,338.17 $3,338.17
BEELER 64	462-060-016-7	N/A	December 10, 2008 April 10, 2009	$3,341.70 $3,341.70
BEELER 64	462-060-017-8	N/A	December 10, 2008 April 10, 2009	$5,929.05 $5,929.05
PAUL GARRETT	461-220-003-2	N/A	December 10, 2008 April 10, 2009	$10,627.87 $10,627.87
PAUL GARRETT	461-220-004-3	N/A	December 10, 2008 April 10, 2009	$10,962.75 $10,962.75
PAUL GARRETT	461-220-005-4	N/A	December 10, 2008 April 10, 2009	$6,376.72 $6,376.72
PAUL GARRETT	461-220-007-6	N/A	December 10, 2008 April 10, 2009	$11,586.67 $11,586.67

EXHIBIT "A"

CFD 03-1 (NEWPORT ROAD)

Owner Name	APN	Series	Delinquent Date	Installment Amount
PAUL GARRETT	461-220-010-8	N/A	December 10, 2008 April 10, 2009	$7,723.27 $7,723.27
PAUL GARRETT	461-220-011-9	N/A	December 10, 2008 April 10, 2009	$10,532.70 $10,532.70
WINCHESTER CROSSROADS 15	461-210-019-6	N/A	December 10, 2008 April 10, 2009	$5,315.70 $5,315.70
COMMUNITY PARK 124	461-280-026-9	N/A	December 10, 2008 April 10, 2009	$9,358.87 $9,358.87

Board of Supervisors
***Ex Officio* Legislative Body**

County of Riverside
Community Facilities Districts

RESOLUTION NO. CFD 2009-19

RESOLUTION OF COMMUNITY FACILITIES DISTRICT NO. 04-2 (LAKEHILLS CREST) OF THE COUNTY OF RIVERSIDE ORDERING THAT ACTION BE BROUGHT IN SUPERIOR COURT TO FORECLOSE ON CERTAIN REAL PROPERTY FOR DEFAULT OF PAYMENT OF SPECIAL TAX

WHEREAS, the Board of Supervisors of the County of Riverside (respectively, the "Board" and the "County"), on behalf of Community Facilities District No. 04-2 (Lakehills Crest) of the County (the "District"), by Resolution No. CFD 2005-06 that was adopted on June 28, 2005, authorized the issuance and sale of Special Tax Improvement Bonds (the "Bonds") pursuant to the terms of the Bond Indenture dated as of August 1, 2005, by and between the District and The Bank of New York Trust Company, N.A., as Trustee, (the "Indenture") to finance the construction of certain improvements within the District; and

WHEREAS, the County of Riverside, by the terms of the Indenture, covenants to timely initiate foreclosure proceedings against any parcel in the District for default of payment of the special tax levied to repay the principal and interest on the Bonds;

NOW, THEREFORE, BE IT RESOLVED, FOUND, DETERMINED AND ORDERED by the Board of Supervisors of the County of Riverside, California, acting *ex-officio* as the Legislative Body for Community Facilities District No. 04-2 (Lakehills Crest) of the County of Riverside, in regular session assembled on October 27, 2009, that:

1. The parcels within the District, listed on the attached Exhibit "A" are delinquent for the amounts shown as of the date shown.

2. Pursuant to Government code Section 53356.2 of the California Government Code, the Auditor-Controller of the County, in cooperation with the County Executive Office and the Special Counsel, as designated below, is to:

a.) cause the Treasurer-Tax Collector of the County to be credited upon the current tax roll with the amounts of the delinquent special taxes to be sued upon, including applicable penalties, interest, and cost, and is to be relieved of further duty in regard thereto; and

FORM APPROVED COUNTY COUNSEL
BY [signature] DATE 10/15/09
DAVE A. GARDNER

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b.) request that the Treasurer-Tax Collector of the County cause all inquiries regarding payment of the delinquent special tax installments to be forwarded to the Special Counsel.

3. The designated Special Counsel, Sherman & Feller, is directed to bring action in Superior Court to foreclose against the parcels listed in Exhibit "A" for the amounts shown.

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PASSED and ADOPTED by the Board of Supervisors, acting ex-*officio* as the Legislative Body of the District on October 27, 2009.

By: _____
Jeff Stone, Chairman of the Board of Supervisors,
acting *ex officio* as the Legislative Body of the District.

ATTEST:
Kecia Harper-Ihem, Clerk to the
Legislative Body of the District.

By: _____
Deputy Clerk

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EXHIBIT "A"

CFD 04-2 (LAKEHILLS CREST)

Owner Name	APN	Series	Delinquent Date	Installment Amount
ANDRES RIOS	140-390-005-4	N/A	April 10, 2008	$2,585.00
			December 10, 2008	$2,585.00
			April 10, 2009	$2,585.00
EVA PITRE	140-391-003-5	N/A	April 10, 2008	$2,585.00
			December 10, 2008	$2,585.00
			April 10, 2009	$2,585.00

EXHIBIT "A"

CFD 04-2 (LAKEHILLS CREST)

Owner Name	APN	Series	Delinquent Date	Installment Amount
MONA GAOUETTE	135-490-019-8	N/A	April 10, 2008	$2,307.50
			December 10, 2008	$2,307.50
			April 10, 2009	$2,307.50
RAYMOND HAINES	135-491-013-5	N/A	April 10, 2007	$1,757.50
			December 10, 2007	$1,757.50
			April 10, 2008	$1,757.50
			December 10, 2008	$1,757.50
			April 10, 2009	$1,757.50
TANYA POLAR TAYLOR	135-571-008-8	N/A	April 10, 2008	$2,032.50
			December 10, 2008	$2,032.50
			April 10, 2009	$2,032.50
JEREMY BURRELL	140-310-007-8	N/A	December 10, 2007	$2,585.00
			April 10, 2008	$2,585.00
			December 10, 2008	$2,585.00
			April 10, 2009	$2,585.00
THOMAS FORBES	140-311-007-1	N/A	December 10, 2007	$2,307.50
			April 10, 2008	$2,307.50
			December 10, 2008	$2,307.50
			April 10, 2009	$2,307.50
JOSE MEDINA	140-330-004-7	N/A	April 10, 2008	$2,585.00
			December 10, 2008	$2,585.00
			April 10, 2009	$2,585.00
FIDEL A LUNA	140-371-003-3	N/A	December 10, 2007	$2,585.00
			April 10, 2008	$2,585.00
			December 10, 2008	$2,585.00
			April 10, 2009	$2,585.00
ROBERT PETERS	140-382-006-0	N/A	December 10, 2007	$2,585.00
			April 10, 2008	$2,585.00
			December 10, 2008	$2,585.00
			April 10, 2009	$2,585.00

Board of Supervisors
***Ex Officio* Legislative Body**

County of Riverside
Community Facilities Districts

RESOLUTION NO. CFD 2009-20

RESOLUTION OF COMMUNITY FACILITIES DISTRICT NO. 05-8 (SCOTT ROAD) OF THE COUNTY OF RIVERSIDE ORDERING THAT ACTION BE BROUGHT IN SUPERIOR COURT TO FORECLOSE ON CERTAIN REAL PROPERTY FOR DEFAULT OF PAYMENT OF SPECIAL TAX

WHEREAS, the Board of Supervisors of the County of Riverside (respectively, the "Board" and the "County") on behalf of Community Facilities District No. 05-8 (Scott Road) of the County (the "District"), by Resolution No. 2006-092 that was adopted on April 4, 2006, authorized the issuance and sale of Special Tax Improvement Bonds (the "Bonds") pursuant to the terms of the Bond Indenture dated as of January 1, 2008, by and between the District and U.S. Bank National Association, as Trustee, (the "Indenture") to finance the construction of certain improvements within the District; and

WHEREAS, the County of Riverside, by the terms of the Indenture, covenants to timely initiate foreclosure proceedings against any parcel in the District for default of payment of the special tax levied to repay the principal and interest on the Bonds;

NOW, THEREFORE, BE IT RESOLVED, FOUND, DETERMINED AND ORDERED by the Board of Supervisors of the County of Riverside, California, acting *ex-officio* as the Legislative Body for Community Facilities District No. 05-8 (Scott Road) of the County of Riverside, in regular session assembled on October 27,2009, that:

1. The parcels within the District, listed on the attached Exhibit "A" are delinquent for the amounts shown as of the date shown.

2. Pursuant to Government code Section 53356.2 of the California Government Code, the Auditor-Controller of the County, in cooperation with the County Executive Office and the Special Counsel, as designated below, is to:

a.) cause the Treasurer-Tax Collector of the County to be credited upon the current tax roll with the amounts of the delinquent special taxes to be sued upon, including applicable penalties, interest, and cost, and is to be relieved of further duty in regard thereto; and

b.) request that the Treasurer-Tax Collector of the County cause all inquiries regarding

FORM APPROVED COUNTY COUNSEL
BY [signature] DATE 10/22/09
DALE A. GARDNER

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payment of the delinquent special tax installments to be forwarded to the Special Counsel.

3. The designated Special Counsel, Sherman & Feller, is directed to bring action in Superior Court to foreclose against the parcels listed in Exhibit "A" for the amounts shown.

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PASSED and ADOPTED by the Board of Supervisors, acting ex-*officio* as the Legislative Body of the District on October 27, 2009.

By: _____
Jeff Stone, Chairman of the Board of Supervisors,
acting *ex officio* as the Legislative Body of the District.

ATTEST:
Kecia Harper-Ihem, Clerk to the
Legislative Body of the District.

By: _____
Deputy Clerk

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EXHIBIT "A"

CFD 05-8 (SCOTT ROAD)

Owner Name	APN	Series	Delinquent Date	Installment Amount
GALLERY ESTATES PARTNERS	360-311-004-6	N/A	December 10, 2008 April 10, 2009	$578.95 $578.95
GALLERY ESTATES PARTNERS	360-311-005-7	N/A	December 10, 2008 April 10, 2009	$578.95 $578.95
GALLERY ESTATES PARTNERS	360-311-007-9	N/A	December 10, 2008 April 10, 2009	$578.95 $578.95
GALLERY ESTATES PARTNERS	360-311-008-0	N/A	December 10, 2008 April 10, 2009	$578.95 $578.95
GALLERY ESTATES PARTNERS	360-311-009-1	N/A	December 10, 2008 April 10, 2009	$578.95 $578.95
GALLERY ESTATES PARTNERS	360-312-005-0	N/A	December 10, 2008 April 10, 2009	$578.95 $578.95
GALLERY ESTATES PARTNERS	360-312-007-2	N/A	December 10, 2008 April 10, 2009	$578.95 $578.95
GALLERY ESTATES PARTNERS	360-312-008-3	N/A	December 10, 2008 April 10, 2009	$578.95 $578.95
EMARD DEV CORP	372-470-011-1	N/A	December 10, 2008 April 10, 2009	$569.78 $569.78
EMARD DEV CORP	372-470-015-5	N/A	December 10, 2008 April 10, 2009	$569.78 $569.78
EMARD DEV CORP	372-470-021-0	N/A	December 10, 2008 April 10, 2009	$569.78 $569.78

EXHIBIT "A"

CFD 05-8 (SCOTT ROAD)

Owner Name	APN	Series	Delinquent Date	Installment Amount
EMARD DEV CORP	372-471-002-6	N/A	December 10, 2008 April 10, 2009	$569.78 $569.78
EMARD DEV CORP	372-471-003-7	N/A	December 10, 2008 April 10, 2009	$569.78 $569.78
EMARD DEV CORP	372-472-010-6	N/A	December 10, 2008 April 10, 2009	$569.78 $569.78
EMARD DEV CORP	372-472-011-7	N/A	December 10, 2008 April 10, 2009	$569.78 $569.78
EMARD DEV CORP	372-472-014-0	N/A	December 10, 2008 April 10, 2009	$569.78 $569.78
EMARD DEV CORP	372-472-015-1	N/A	December 10, 2008 April 10, 2009	$569.78 $569.78
EMARD DEV CORP	372-472-016-2	N/A	December 10, 2008 April 10, 2009	$569.78 $569.78
EMARD DEV CORP	372-480-018-9	N/A	December 10, 2008 April 10, 2009	$569.78 $569.78
EMARD DEV CORP	372-480-022-2	N/A	December 10, 2008 April 10, 2009	$569.78 $569.78

Attachment A

ORDINANCE NO. 891

AN ORDINANCE OF THE COUNTY OF RIVERSIDE ESTABLISHING FEES, CHARGES AND RATES FOR ASSESSOR PRODUCTS AND SERVICES

The Board of Supervisors of the County of Riverside ordains as follows:

Section 1. PURPOSE AND SCOPE. The purpose of this section is to establish fees in reasonable amounts to cover the costs of rendering certain enumerated services and products furnished by the Assessor as authorized by Revenue & Taxation Code Sections 162, 220.5, 408.3, and 409, and Government Code Sections 54985 and 54986.

Section 2. SEVERABILITY. Should any fee herein established be held to be invalid or otherwise unenforceable, such determination shall not affect the validity of all remaining fee provisions.

Section 3. LISTING NOT COMPREHENSIVE. This Ordinance is not intended to contain all fees that are or may be charged for services and supplies furnished by the Assessor for products and services and to the extent that other fees are customarily charged or are established elsewhere and are not listed below, all such fees, charges, and rates shall remain in full force and effect.

Section 4.	FEES AND CHARGES.	FEE AMOUNT.
1.	Assessor Map Copy	$3.00
2.	Residential Property Characteristics per Parcel	$15.00
3.	Commercial Property Characteristics per Parcel	$24.00
4.	Historical Aircraft Exemption Claim	$35.00
5.	Data Property Center Hourly Rate (5 minute minimum; billed in increments of 5 minutes)	$117.00
6.	Photocopy or System Copy per Page	$1.00

Attachment A

7.	Certification Stamp of Printed Assessment Roll Information	$1.00
8.	Geographic Information System Hourly Rate (5 minute minimum; billed in increments of 5 minutes)	$101.00
9.	Charges from other County Departments/Third-Party Vendor	Varies
10.	Sales Tax will be applied in accordance with State Law	Varies

Section 5. EFFECTIVE DATE. This Ordinance shall become effective 30 days after adoption.

BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

By: _____
Chairman

ATTEST:

CLERK OF THE BOARD:

By: _____
Deputy

(SEAL)

FORM APPROVED COUNTY COUNSEL

BY: _____ 10/8/09
Anna W. Wang DATE

AWW/cw
09/10/09
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Attachment B

ORDINANCE NO. 831.1

AN ORDINANCE OF THE COUNTY OF RIVERSIDE ESTABLISHING ASSESSOR FEES FOR UNDIVIDED INTERESTS AND SEPARATE VALUATIONS

The Board of Supervisors of the County of Riverside ordains as follows:

Section 1. Ordinance No. 831.1 is hereby amended in its entirety to read as follows:

"Section 1. PURPOSE. This Ordinance adopts and establishes fees authorized by law, in the amount reasonably necessary to recover the cost incurred by the County Assessor in providing the services enumerated herein.

Section 2. AUTHORITY. The authority for the fees established herein is found in the California Revenue and Taxation Code, Sections 2821, 2802 and 4151.

Section 3. SEVERABILITY. Should any fee herein established be held to be invalid or otherwise unenforceable such determination shall not affect the validity of the remaining fee provision.

Section 4. FEES. The Assessor shall collect the following fees for the services or product rendered:

a.	Undivided Interest	(Set-Up)	$177.00.
b.	Undivided Interest	(Ongoing)	$ 77.00.
c.	Separate Valuations		$247.00.

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Attachment B

Section 2. EFFECTIVE DATE. This amendment shall become effective 30 days after adoption.

BOARD OF SUPERVISORS OF THE COUNTY
OF RIVERSIDE, STATE OF CALIFORNIA

By: _____
Chairman

ATTEST:

CLERK OF THE BOARD:

By:_____
Deputy

(SEAL)

FORM APPROVED COUNTY COUNSEL

BY: _____ 10/8/09
ANNA W WANG DATE

AWW/cw
09/10/09
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ROBERT F. BYRD, AUDITOR-CONTROLLER
By: Russell Dorniski 9/16/09

Departmental Concurrence

FORM APPROVED COUNTY COUNSEL
BY: ANNA W. WANG DATE 9/17/09

☒ Policy ☐ Consent ☐ Dep't Recomm.:

☒ Policy ☐ Consent ☐ Per Exec. Ofc.:

344

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

FROM: Larry W. Ward, Assessor-County Clerk-Recorder

SUBMITTAL DATE: September 16, 2009

SUBJECT: Proposed Assessor Fees related to the Fee Schedule for services rendered by the Assessor's Office.

RECOMMENDED MOTION: That the Board of Supervisors:

1) Introduce one new Ordinance: Number 891, with general Assessor fees [Attachment A];
2) Introduce amended Ordinance Number 831.1, with Undivided Interest and Separate Valuation [Attachment B]; &
3) Set the proposed Ordinances for public hearing and adoption.

BACKGROUND: The Assessor's Office conducted a review of its existing fee schedule and determined that the listed fees either do not reflect newly enacted legislation and/or current prevailing labor and material costs. A fee study was conducted and documentation of the department's costs supporting the newly revised fee schedule is attached and will be made available to the public during normal business hours.

(Continued at Page 2)
Attachments

Larry W. Ward
Assessor-County Clerk-Recorder

FINANCIAL DATA				
	Current F.Y. Total Cost:	$ 0	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	$ 0	Budget Adjustment:	No
	Annual Net County Cost:	$ 0	For Fiscal Year:	09/10

SOURCE OF FUNDS: Parking fees and fines

Positions To Be Deleted Per A-30 ☐

Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION:

APPROVE

BY: Rob Rockwell

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Buster, seconded by Supervisor Ashley and duly carried by unanimous vote, IT WAS ORDERED that the above ordinances are approved as introduced with waiver of the reading and set for public hearing on Tuesday, October 27, 2009 at 9:30 a.m.

Ayes:	Buster, Tavaglione, Stone and Ashley
Nays:	None
Absent:	None
Date:	September 29, 2009
xc:	ACR, Auditor, COB

Kecia Harper-Ihem
Clerk of the Board
By: Deputy

Prev. Agn. Ref.: | **District:** All | **Agenda Number:** 3.10

BACKGROUND CONTINUED:

SUMMARY OF FEE MODIFICATIONS:

Nine (9) existing fees were reviewed to determine the cost of providing services. We have also added four (4) new fees. Of the existing fees reviewed, four (4) remain unchanged while the remaining five (5) have been revised to reflect an increase in the cost of living and other operational costs. The new fees were established in accordance with applicable cited legislation. In addition, the Assessor's Office proposes to include a line item to the fee schedule for charges from other County departments, and/or third party vendors, which may be necessary to complete a customer's requested service and/or product. These charges will be passed directly to the customer. The Assessor also proposes adding a line item for applicable sales tax to be applied in accordance with State law.

These fees were reviewed by the Auditor-Controller's Office and County Counsel in accordance with the Board of Supervisors' Policy B-4.

(Continued at Page 3)

COUNTY OF RIVERSIDE ASSESSOR'S OFFICE
SCHEDULE OF FEES

NO.	DESCRIPTION	CURRENT FEE	PROPOSED FEE	LEGAL CRITERIA	ESTIMATED ANNUALIZED INCREASE
1	Assessor Map Copy	$3.00	$3.00	GC 54985	$0
2	Residential Property Characteristics Report Per Parcel - See Note 1	$10.00	$15.00	R&T 408.3	$1,345
3	Commercial Property Characteristics Report Per Parcel - See Note 1	$10.00	$24.00	R&T 408.3	$420
4	Undivided Interest Set-Up	$90.00	$177.00	R&T 2821 & Ord.	$261
5	Undivided Interest Ongoing	$0.00	$77.00	R&T 2821; 2802;	$46,200
6	Separate Valuation Set-Up	$236.00	$247.00	R&T 2821; 2827;	$11
7	Separate Timeshare Assessment - New	$14.59	$14.59	R&T 2188.8 & Ord. 735	$0
8	Separate Timeshare Assessment - Ongoing	$9.38	$9.38	R&T 2188.9 & Ord. 735	$0
9	Historical Aircraft Exemption Claim	$35.00	$35.00	R&T 220.5(e)	$0
10	Data Property Center Hourly Rate	$29.00	$117.00	GC 54985 & R&T 409	$0 - See Note 2
11	Photocopy or System Copy per	$0.00	$1.00	GC 54985	$500
12	Certification - Statutory - See Note	$0.00	$1.00	R&T 162	$0
13	Charges from other County Departments/third party vendors - See Note 4	NA	NA	GC 54985	Varies
14	Sales tax will be applied in accordance with State law - See Note 5	NA	NA	GC 7202	Varies
15	Geographic Information System Hourly Rate	$0.00	$101.00	GC 54985 & R&T 409	$505

NOTES

1: Currently the fee of $10 is for up to 10 parcels; the new fee will be for each parcel requested.
2: Due to the projected decrease in demand due to economic conditions, we do not anticipate a change in annualized income.
3: Previously documents were certified without a certification fee. The $1 charge is in accordance with R & T 162.
4: Periodically, the Assessor incurs additional charges from another department or vendor to complete a special request. This would enable the Assessor to charge the customer directly for such charges.
5: Sales tax is currently applied to the media, e.g., Compact Discs, used to place information on for products such as the sale of assessment information in accordance with GC 7202.

ORDINANCE NO. 734.12

AN ORDINANCE OF THE COUNTY OF RIVERSIDE

AMENDING ORDINANCE NO. 734 ESTABLISHING FEES, CHARGES AND

RATES FOR COUNTY PUBLIC HEALTH SERVICES AND SUPPLIES

The Board of Supervisors of the County of Riverside does ordain as follows:

Section 1. The fees listed on Schedule 1 of Ordinance No. 734 are amended by the replacement of Schedule 1 with the attached Schedule 1, dated May 6, 2009.

Section 2. This Ordinance shall take effect 30 days after its adoption.

BOARD OF SUPERVISORS OF THE COUNTY
OF RIVERSIDE, STATE OF CALIFORNIA

By: _____
Chairman

ATTEST:

CLERK OF THE BOARD

By: _____
Deputy

(SEAL)

FORM APPROVED COUNTY COUNSEL
BY: B.T.M. 5/7/09
BEAUFORD T. MILLER, JR DATE

BTM:jc
06/30/08
G:\Probate\Reso and Ord\Ord 734.12

9.2

RIVERSIDE COUNTY
DEPARTMENT OF PUBLIC HEALTH FEES
Schedule 1

Description of Activity/Service		FY08/09 Fee:	Proposed FY 09/10 Fee:
Business Services:			
Returned Checks		$ 20.00	$ 20.00
Emergency Medical Services:			
Advanced Life Support (ALS):			
Ambulance Service Permit	(per yr)(1)	$ 6,000.00	$ 6,000.00
Basic Life Support (BLS):			
Ambulance Service Permit	(per yr)(2)	$ 3,000.00	$ 3,000.00
Each ambulance	(per yr)	$ 250.00	$ 250.00
Educational Programs	(per instructor hr)	$ 50.00	$ 50.00
EMS Dispatcher Certification	(every two yrs)	$ 15.00	$ 15.00
EMT-I Certification and recertification	(every two yrs)	$ 25.00	$ 25.00
EMT-I Certification and recertification - Late fee		$ 10.00	$ 10.00
EMT-P Initial Accreditation		$ 75.00	$ 75.00
EMT-P Reverification	(every two yrs)	$ 50.00	$ 50.00
EMPT-P (paramedic) and MICN (Mobile Intensive Care Nurse) Late fee		$ 25.00	$ 25.00
Fees for medical services and most laboratory - See clinical services.			
First Responder Certification	(every two yrs)	$ 15.00	$ 15.00
Initial Certification (MICN Challenge) Recertification:	(every two yrs)	$ 75.00	$ 75.00
Lost Card Replacement		$ 10.00	$ 10.00
Policies & Procedure manual on CD		$ 10.00	$ 10.00
Mobile Intensive Care Nurse (MICN) Recertification	(every two yrs)	$ 50.00	$ 50.00
Photocopying	(per page)	$ 0.05	$ 0.05
Protocol Manual Update Subscriptions:			
Complete Manual	(every two yrs)	$ 5.00	$ 5.00
Protocol Manuals:			
Complete Manual		$ 50.00	$ 50.00
Each Section		$ 5.00	$ 5.00
Epidemiology			
Special Data Request Fee		$ 70.00	$ 70.00
Injury Prevention Services:			
Special Needs Car Seat - Sliding fee scale based on Income (Price range $0 - $50.00)		$ 50.00	$ 50.00
Regular Car Seats		$ 30.00	$ 30.00
Bicycle Hemets - sliding fee scale (price range - $3.00 - $10.00)		$ 10.00	$ 10.00
Non Clinical Laboratory:			
Fees for Registration of Nondiagnostic General Health Assessment Program:			
Annual Operator/Organization Registration		$ 100.00	$ 100.00
Additional Program		$ 43.00	$ 43.00
Additional Site		$ 20.00	$ 20.00
Additional Dates		$ 12.00	$ 12.00
Personnel Addition		$ 12.00	$ 12.00
Review Procedural Changes		$ 20.00	$ 20.00
Record Changes		$ 12.00	$ 12.00
Non Diagnostic General Health Assessment Consultation		$ 51.00	$ 75.00
Miscellaneous Laboratory Fees:			
Routine Water Examination	(MPN)	$ 18.00	$ 18.00
Special Water Examination		$ 36.00	$ 36.00
Rabies FRA		$ 50.00	$ 50.00
Norovirus PCR		$ 39.00	$ 25.00
WNV EIA		$ -	$ 16.00
Syphilis EIA		$ 15.00	$ 8.00
Disease Control:			
Fee for processing alien waiver		$ 67.00	$ 67.00
Fee for provision of TB Skin Testing Group:			
Class Fee		$ 354.90	$ 354.90
Per Capita Student Fee		$ 9.40	$ 9.40
Nursing:			
Denver Develop	(DDST)	$ 65.60	$ 65.60
Detention Facility Inspection	(per hr)	$ 115.82	$ 115.82
HIV/AIDS			
Education Classes for sex and drug offenders (set by Judge)		$70.00-$300.00	$70.00-$300.00
Therapeutic Med ID program (MMIC)		$ 153.00	$ 153.00
Therapeutic Med ID program (MMIC) discount		$ 76.50	$ 76.50
California Children's Services (CCS):			
CCS Assessment Fee:	(Depends on family size & adjusted gross income)	$0 or $20	$0 or $20
CCS Enrollment Fee (Depends on family size & adjusted gross income $60		$0 to $1440	$0 to $1440

RIVERSIDE COUNTY
DEPARTMENT OF PUBLIC HEALTH FEES
Schedule 1

Description of Activity/Service	FY08/09 Fee:	Proposed FY 09/10 Fee:
increments) Note: For incomes over $99,999, for each subsequent income		
increment of $5,000 increase the above fees by $120 Family (1 or 2)		
CCS Enrollment Fee (Depends on family size & adjusted gross income $60	$0 to $1380	$0 to $1380
increments) Note: For incomes over $99,999, for each subsequent income		
increment of $5,000 increase the above fees by $120 Family (3)		
CCS Enrollment Fee (Depends on family size & adjusted gross income $60	$0 to $1320	$0 to $1320
increments) Note: For incomes over $99,999, for each subsequent income		
increment of $5,000 increase the above fees by $120 Family (4)		
CCS Enrollment Fee (Depends on family size & adjusted gross income $60	$0 to $1260	$0 to $1260
increments) Note: For incomes over $99,999, for each subsequent income		
increment of $5,000 increase the above fees by $120 Family (5)		
CCS Enrollment Fee (Depends on family size & adjusted gross income $60	$0 to $1200	$0 to $1200
increments) Note: For incomes over $99,999, for each subsequent income		
increment of $5,000 increase the above fees by $120 Family (6 or more)		
Nutrition		
Community Education Presentation (per hr)	$ 80.00	$ 80.00
RD (RD/CDE/CLE/IBCLC) (hrly rate)	$ 80.00	$ 90.00
Lactation Counseling (per hr)	$ 65.00	$ 83.00
Professional Education Presentation by HEA	$ 65.00	$ 83.00
Raising Emotionally Healthy Children Group Session (Prenatals/New Mothers/New Fathers)	$ 20.00	$ 21.00
Baby Sling	$ 30.00	$ 30.00
Maternity/Nursing Bra	$ 25.00	$ 26.00
HydroGel Pads (1 pair)	$ 5.50	$ 5.85
Lanolin - 1.3 oz	$ 6.00	$ 6.50
Breastmilk Storage Bags - 20/pack	$ 6.00	$ 6.50
Hands-Free Electric Breast Pump	$ 320.00	$ 324.00
Detention Facility Inspection Registered Dietitian (per hr)	$ -	$ 95.00
Nursing Camisole	$ -	$ 27.00
Staff Training (for non-County providers) (per hr)	$ 80.00	$ 80.00
Vital Records:		
Certified copies, searches & certification of no record (the fees are the same)		
Birth (for government agencies)	$ 10.00	$ 10.00
Birth (for the general public)	$ 17.00	$ 17.00
Birth Search	$ 17.00	$ 17.00
Death Certificate (government agency & general public)	$ 12.00	$ 12.00
Fetal Death Certificate (government agency & general public)	$ 9.00	$ 9.00
Stillbirth Certified Copies	$ 20.00	$ 20.00
Marriage (for the general public)	$ 13.00	$ 13.00
Marriage (for government agencies)	$ 9.00	$ 9.00
Death Search	$ 12.00	$ 12.00
Death listings (sent to mortuaries)	$ 5.00	$ 5.00
Fax Filing Fee- Per authorization number	$ 1.00	$ 1.00
Permit Issued by Crossfiling (in County)	$ 11.00	$ 11.00
Permit Issued by Crossfiling (Out of County)	$ 3.00	$ 3.00
Regular Permit (after hrs)	$ 11.00	$ 11.00
Regular Permit	$ 11.00	$ 11.00
Cross-File Permit	$ 14.00	$ 14.00
AVSS Technical Support per hr	$ 95.00	$ 95.00
Marriage License (Public,Declared, and non-clergy)	$ 34.00	$ 34.00
Confidential Marriage License	$ 37.00	$ 37.00
Petitions for Dissolution of Marriage, Legal Seraration or Nullity	$ 4.00	$ 4.00
AMENDMENT FEES (Issued by State Registrar Only)		
Adjudication of Facts of Parentage	$ 20.00	$ 20.00
Acknowledgment of Paternity	$ 20.00	$ 20.00
Amendment of Birth Record to Reflect Court Order Change of Name	$ 20.00	$ 20.00
Affidavit to Amend a Record*	$ 20.00	$ 20.00
Physician/Coroner's Amendment*	$ 20.00	$ 20.00
Amendment of Medical and Health Section Data - Death*	$ 20.00	$ 20.00
Affidavit to Amend a Marriage Record	$ 20.00	$ 20.00
Court Order of Adoption	$ 20.00	$ 20.00

RIVERSIDE COUNTY
DEPARTMENT OF PUBLIC HEALTH FEES
Schedule 1

Description of Activity/Service	FY08/09 Fee:	Proposed FY 09/10 Fee:
Delayed Registration of Birth	$ 20.00	$ 20.00
Supplemental Name Report*	$ 20.00	$ 20.00
Court Ordered Delayed - Death	$ 20.00	$ 20.00
Court Ordered Delayed - Birth	$ 20.00	$ 20.00
Court Ordered Delayed - Marriage	$ 20.00	$ 20.00
Health Promotion and Professional Development		
License to Retail Tobacco	$ 350.00	$ 350.00
Office of Industrial Hygiene		
Industrial Hygiene Consultation - Non Acoustical	$ 105.00	$ 105.00
Industrial Hygiene Consultation - Acoustical	$ 125.00	$ 125.00
* Additional charges for meals, travel, lodging, laboratory and Postage		
Clinic Management:		
Copying Fee (1-50 pages-per page)	$ 0.25	$ 0.25
(51+ pages-per page)	$ 0.10	$ 0.10
MISP Co-pay (per visit)	$ 5.00	$ 5.00
Immunization Record	$ 3.00	$ 3.00
Medical Records Research	$ 7.00	$ 7.00
Minimum ATP Charge	$ 30.00	$ 35.00
ATP (New Patient)	$ -	$ 50.00
Records by Supoena	$ 15.00	$ 15.00
Clinical Services:		
FAMILY FIT COST/SESSION/ATTENDEE	$ -	$ 30.00
COST PER CLASS W/8 SESSIONS/ATTENDEE	$ -	$ 240.00
1 HR RD INDIVIDUAL	$ 56.00	$ 56.00
24 HOUR URINE PROTEIN	$ 6.00	$ 6.00
25 HYDROXY VIT D	$ 42.00	$ 42.00
30 MIN RD INDIVIDUAL	$ 30.00	$ 30.00
4 HOUR GROUP CLASS	$ 90.00	$ 90.00
ABDOMEN-1 VIEW	$ 36.00	$ 36.00
ABDOMEN-2 VIEWS	$ 53.00	$ 53.00
ABSCESS I & D SIMPLE	$ 60.00	$ 60.00
ABSCESS I&D COMPL OR MULT	$ 185.00	$ 185.00
ACE BANDAGE	$ 6.00	$ 6.00
ACETAMINOPHEN 15ML BOTTLE	$ 4.00	$ 4.00
ACETAMINOPHEN 5ML ELIXIR	$ 3.00	$ 3.00
ACETAMINOPHEN 80MG/0.8ML	$ 3.00	$ 3.00
ACNE INTRALESION INJECT	$ 32.00	$ 32.00
ACROMIOCLAVICULAR JOINTS	$ 62.00	$ 62.00
ACUTE ABDOMEN SERIES-3VWS	$ 71.00	$ 71.00
ACYCLOVIR CAPS 200MG #30	$ 11.00	$ 11.00
ADAPTER MALE W/PORT	$ 136.00	$ 136.00
ADMIN FEE- COMVAX	$ 60.00	$ 60.00
ADMIN FEE- DT CHILD	$ 13.00	$ 13.00
ADMIN FEE- DTAP	$ 30.00	$ 30.00
ADMIN FEE- HEPA A CHILD	$ 33.00	$ 33.00
ADMIN FEE- HEP B CHILD	$ 32.00	$ 32.00
ADMIN FEE- HIB	$ 29.00	$ 29.00
ADMIN FEE- POLIO CHILD	$ 33.00	$ 33.00
ADMIN FEE- MENACTRA	$ 117.00	$ 117.00
ADMIN FEE- MMR	$ 44.00	$ 44.00
ADMIN FEE- MMR/VARICELLA	$ 64.00	$ 64.00
ADMIN CHARGE PEDIARIX	$ 174.00	$ 174.00
ADMIN FEE- PNUMO 7	$ 89.00	$ 89.00
ADMIN FEE- ROTOVIRUS	$ 51.00	$ 51.00
ADMIN FEE- TD 7 YRS+	$ 10.00	$ 10.00
ADMIN FEE- TDAP 10 YRS+	$ 53.00	$ 53.00
ADMIN FEE- VARICELA	$ 56.00	$ 56.00
ADMIN FEE- HPV	$ 169.00	$ 169.00
ADMIN FEE- INFLUENZA	$ 17.00	$ 17.00
ADMIN IM BICILLIN	$ 17.00	$ 17.00
ADMIN IM ROCEPHIN	$ 17.00	$ 17.00
ADMIN IM/SUBQ	$ 17.00	$ 17.00
ADMIN CHG RHOGAM	$ 134.00	$ 134.00
ADMIN CHG RHOGAM(MINI)	$ 50.00	$ 50.00
ADMIN IM ANTIBIOTIC	$ 17.00	$ 17.00
ADMIN IM BICILLIN	$ 17.00	$ 17.00
ADMIN IM ROCEPHIN	$ 17.00	$ 17.00
ADMIN FEE IM/SUBQ	$ 17.00	$ 17.00
ADMIN INJECTION COMPAZINE	$ 15.00	$ 15.00
AEROCHAMBER SPACER-ADULT	$ 27.00	$ 27.00

RIVERSIDE COUNTY
DEPARTMENT OF PUBLIC HEALTH FEES
Schedule 1

Description of Activity/Service	FY08/09 Fee:	Proposed FY 09/10 Fee:
AEROCHAMBER SPACER-CHILD	$ 27.00	$ 27.00
AEROCHAMBER SPACER-INFANT	$ 27.00	$ 27.00
ALBUMIN - SERUM	$ 7.00	$ 7.00
ALDARA/IMIQUIMAD CREAM	$ 135.00	$ 135.00
ALKALINE PHOSPHATASE	$ 7.00	$ 7.00
ALLERGEN SPECIFIC IGE	$ 8.00	$ 8.00
AMALGAM RESTORATIVE	$ 63.00	$ 63.00
AMALGAM RESTORATIVE (LINE 2)	$ 78.00	$ 78.00
AMALGAM RESTORATIVE (LINE 3)	$ 91.00	$ 91.00
AMALGAM RESTORATIVE (LINE 4)	$ 119.00	$ 119.00
AMIKACIN SULF/IM/IV 500 MG	$ 58.00	$ 58.00
AMMONIA PLASMA	$ 22.00	$ 22.00
AMOXICILLIN 125MG/5ML SUS	$ 5.00	$ 5.00
AMOXICILLIN 250MG CAPSULE	$ 3.00	$ 3.00
AMOXICILLIN 500MG #30 CAP	$ 4.00	$ 4.00
AMOXICILLIN 500MG #42	$ 6.00	$ 6.00
AMPICILLIN CAP 500 MG #28	$ 4.00	$ 4.00
AMPICILLIN CAP 500 MG #40	$ 6.00	$ 6.00
AMPL NUCLEIC ACID	$ 22.00	$ 22.00
AMYLASE	$ 9.00	$ 9.00
ANAL LESN(S) REMOV-CHEMICAL	$ 105.00	$ 105.00
ANAL LESN(S) REMOV-CRYO	$ 102.00	$ 102.00
ANKLE-2 VIEWS	$ 40.00	$ 40.00
ANKLE-3 VIEWS	$ 52.00	$ 52.00
ANOSCOPY DIAG W/WO SPECMN	$ 27.00	$ 27.00
ANOSCOPY W/BIOPSY(S)	$ 35.00	$ 35.00
ANOSCOPY W/CONTROL BLEED	$ 144.00	$ 144.00
ANOSCOPY W/REMV FOREGNBDY	$ 130.00	$ 130.00
ANTIBIOTIC SENSITIV-DISK	$ 10.00	$ 10.00
ANTIBIOTIC SENSITIV-REF LAB	$ 10.00	$ 10.00
ANTICONVULSANT	$ 48.00	$ 48.00
ANTINUCLEAR ANTIBDS (ANA)	$ 19.00	$ 19.00
ANTISTREPTOLYSIN 0 TITER	$ 12.00	$ 12.00
ASPIR/INJ FINGER/TOE	$ 50.00	$ 50.00
ASPIR/INJ SHLDR/HIP/KNEE	$ 60.00	$ 60.00
ASPIR/INJ WRST/ELBW/ANKL	$ 55.00	$ 55.00
ASPIRATION BULLA/CYST	$ 75.00	$ 75.00
ASPIRIN SUPPOSIT 120MG EA	$ 1.00	$ 1.00
ASPIRIN SUPPOSIT 300MG EA	$ 1.00	$ 1.00
ASSAY OF DIHYDROXY VITAMIN D	$ 42.00	$ 42.00
ASSAY OF PROLACTIN	$ 25.00	$ 25.00
AUDIOMETRY PURETONE	$ 23.00	$ 23.00
AZITHROMYCIN 1GM SUSP	$ 41.00	$ 41.00
AZITHROMYCIN 250MG CAP #1	$ 25.00	$ 25.00
B.C. PILLS (ALL) 1 PKG	$ 14.00	$ 14.00
BACITRACIN ONT500U/TB30GM	$ 5.00	$ 5.00
BANDAGE ELASTIC 2IN ACE	$ 1.00	$ 1.00
BANDAGE ELASTIC 3IN ACE	$ 1.00	$ 1.00
BANDAGE ELASTIC 4IN ACE	$ 2.00	$ 2.00
BANDAGE ELASTIC 5IN ACE	$ 2.00	$ 2.00
BCEDP CASE MGMNT OC =( )	$ 30.00	$ 30.00
BENADRYL TABS #100	$ 12.00	$ 12.00
BENADRYL/DIPHEN 50MG INJ	$ 13.00	$ 13.00
BENADRYL/DIPHEN ELIXR 5ML	$ 3.00	$ 3.00
BENDRYL/DIPHN 25MG CAP EA	$ 4.00	$ 4.00
BETA-2 MICROGLOBULIN	$ 35.00	$ 35.00
BF VT 6 MIN N/PT	$ 37.00	$ 37.00
BICILLIN L.A. 1.2MU	$ 8.00	$ 8.00
BICILLIN L.A. 2.4MU	$ 57.00	$ 57.00
BILAT HIPS & AP PELVIS	$ 50.00	$ 50.00
BILIRUBIN; DIRECT	$ 5.00	$ 5.00
BILIRUBIN; TOTAL	$ 5.00	$ 5.00
BIOPSY BACK/FLANK	$ 123.00	$ 123.00
BIOPSY ELBOW/UPPER ARM	$ 169.00	$ 169.00
BIOPSY FOREARM/WRIST	$ 157.00	$ 157.00
BIOPSY PELVIS/HIP	$ 225.00	$ 225.00
BIOPSY OF PENIS	$ 112.00	$ 112.00
BIOPSY SHOULDER AREA	$ 102.00	$ 102.00
BIOPSY, SKIN	$ 23.00	$ 23.00
BIOPSY VULVA	$ 71.00	$ 71.00

RIVERSIDE COUNTY
DEPARTMENT OF PUBLIC HEALTH FEES
Schedule 1

Description of Activity/Service	FY08/09 Fee:	Proposed FY 09/10 Fee:
BLOOD GROUP & RH	$ 8.00	$ 8.00
BLOOD SMEAR	$ 11.00	$ 11.00
BLOOD TYPING - ABO	$ 5.00	$ 5.00
BLOOD TYPING - RH	$ 8.00	$ 8.00
BORDETELLA PERTUSSIS (DFA)	$ 15.00	$ 15.00
BREAST ABSCESS DRAIN DEEP	$ 220.00	$ 220.00
BREAST CYST ASPIR EA ADDL	$ 30.00	$ 30.00
BREAST CYST ASPIRATION	$ 55.00	$ 55.00
BURETTE W/FILTER	$ 37.00	$ 37.00
BURN 1ST DEGREE TREATMENT	$ 55.00	$ 55.00
BURN DRESS/DEBRIDE-LARGE	$ 131.00	$ 131.00
BURN DRESS/DEBRIDE-MEDIUM	$ 108.00	$ 108.00
BURN DRESS/DEBRIDE-SMALL	$ 47.00	$ 47.00
BURN DRESSING SIZE SMALL	$ 26.00	$ 26.00
BURN DRESSING SIZED MEDM	$ 42.00	$ 42.00
BURN DRESSING SZ LARGE	$ 63.00	$ 63.00
BURN NET - 30 YRDS	$ 1.00	$ 1.00
BUTOCONAZOLE NITRATE 2%	$ 12.00	$ 12.00
C-REACTIVE PROTEIN	$ 8.00	$ 8.00
CA 125 (TUMOR ANTIGEN)	$ 26.00	$ 26.00
CALCIUM, TOTAL	$ 7.00	$ 7.00
CALCULUS SPECTROSCOPY	$ 16.00	$ 16.00
CAMPYLOBACTER ANTIBODY	$ 18.00	$ 18.00
CAMPYLOBACTER CULTURE	$ 14.00	$ 14.00
CAPREOMYCIN 1 GM INJ	$ 63.00	$ 63.00
CAPTOPRIL 25MG TABS #10	$ 4.00	$ 4.00
CARBAMAZEPINE TOTAL	$ 19.00	$ 19.00
CARBON DIOXIDE (C02)	$ 6.00	$ 6.00
CASE MGMT @TOS	$ 58.00	$ 58.00
CASE MGMT F/U TO VISIT	$ 58.00	$ 58.00
CAST APPLIC-HAND&FOREARM	$ 101.00	$ 101.00
CAST APPLIC-LONG ARM	$ 112.00	$ 112.00
CAST APPLIC-SHORT ARM	$ 100.00	$ 100.00
CAST APPLIC-SHORT LEG	$ 103.00	$ 103.00
CAST APPLIC-SHRT LEG WALK	$ 101.00	$ 101.00
CAST MATERIAL	$ 24.00	$ 24.00
CAST WINDOWING	$ 46.00	$ 46.00
CATHETER URIN KIT FEMALE	$ 100.00	$ 100.00
CATHETER URIN KIT PEDS 5F	$ 64.00	$ 64.00
CATHETER URIN ROBINSON 16F	$ 48.00	$ 48.00
CAUTERY W/SILVER NITRATE	$ 38.00	$ 38.00
CBC-COMPL BLD COUNT W/DIF	$ 11.00	$ 11.00
CDP CASE MANAGEMENT	$ 58.00	$ 58.00
CEA-CARCINOEMBRYONIC ANTG	$ 29.00	$ 29.00
CEFAZOLIN 500 MG/1GM INJ	$ 28.00	$ 28.00
CEPHALEXIN/KEFLEX 500MG #40	$ 12.00	$ 12.00
CERULOPLASMIN	$ 14.00	$ 14.00
CERVICAL BIOPSY(S)	$ 70.00	$ 70.00
CERVICAL CAP	$ 40.00	$ 40.00
CERVICAL COLLAR SOFT	$ 28.00	$ 28.00
CERVICAL SPINE-3 VIEWS	$ 53.00	$ 53.00
CERVICAL SPINE-4+VIEWS	$ 87.00	$ 87.00
CERVICAL SPINE-7 VIEWS	$ 113.00	$ 113.00
CHALAZION EXCISION SINGLE	$ 156.00	$ 156.00
CHEST 1 VIEW	$ 36.00	$ 36.00
CHEST 2VW+APICAL LORDTC	$ 59.00	$ 59.00
CHEST-2 VIEW+OBLIQUE	$ 62.00	$ 62.00
CHEST-2 VIEWS	$ 53.00	$ 53.00
CHEST-4 VIEWS	$ 71.00	$ 71.00
CHLAMYDIA CULTURE	$ 22.00	$ 22.00
CHLAMYDIA DFA	$ 16.00	$ 16.00
CHLAMYDIA-AMPLIF PROBE	$ 45.00	$ 39.00
CHLAMYDIA EIA	$ 17.00	$ 17.00
CHLORIDE BLOOD	$ 6.00	$ 6.00
CHOLESTEROL - HDL	$ 11.00	$ 11.00
CHOLESTEROL - TOTAL	$ 7.00	$ 7.00
CHOLINESTERASE - PLASMA	$ 15.00	$ 15.00
CHOLINESTERASE - RBC	$ 13.00	$ 13.00
CHOLINESTERASE - SERUM	$ 13.00	$ 13.00
CHOLINESTERASE-PLASMA+RBC	$ 13.00	$ 13.00

RIVERSIDE COUNTY
DEPARTMENT OF PUBLIC HEALTH FEES
Schedule 1

Description of Activity/Service	FY08/09 Fee:	Proposed FY 09/10 Fee:
CIPROFLOXACIN 250MG 1TAB	$ 5.00	$ 5.00
CIPROFLOXACIN 500MG #20	$ 78.00	$ 78.00
CIPROFLOXACIN 750 MG 1TAB	$ 11.00	$ 11.00
CLAVICAL STRAP/SPLINT-ADULT	$ 43.00	$ 43.00
CLAVICLE COMPLETE	$ 44.00	$ 44.00
CLEOCIN CREAM	$ 12.00	$ 12.00
CLINDAMYCIN 300MG/2ML INJ	$ 14.00	$ 14.00
CLINDAMYCIN HCI 150MG CAP #30	$ 27.00	$ 27.00
CLINDAMYCIN PHOSPHATE 2%	$ 12.00	$ 12.00
CLONIDINE .1MG TAB	$ 1.00	$ 1.00
CLONIDINE .2MG TAB	$ 1.00	$ 1.00
CLOSTRIDIUM DIFFICILE TOXIN	$ 48.00	$ 48.00
CLOSURE WND/NK/EX GEN 12.6-20	$ 266.00	$ 266.00
CLOTRIMAZOLE VAG CR 45 GM	$ 20.00	$ 20.00
CMV ANTIBODY IGG	$ 20.00	$ 20.00
CMV ANTIBODY IGM	$ 21.00	$ 21.00
COCCIDIOIDES ANTIBDS	$ 18.00	$ 18.00
COMP METABOLIC PANEL (2211)	$ 13.00	$ 13.00
COMPAZINE 25MG SUPPOSITORY	$ 7.00	$ 7.00
COMPAZINE 5MG SUPPOSITORY	$ 6.00	$ 6.00
CONDOMS - THREE (1) DOZEN MALE	$ 7.00	$ 7.00
CONTRACEP GEL/CREAM W/APP	$ 17.00	$ 17.00
CONTRACEPT EMERG KIT (1PKG)	$ 22.00	$ 22.00
CONTRACEPTIVE JELLY TUBE	$ 25.00	$ 25.00
CONTRACEPTIVE-PARAGARD IUD	$ 345.00	$ 345.00
CONTRACEPTIVE-DIAPHRAGM	$ 58.00	$ 58.00
CONTRACEPTIVE FILM-DOZEN	$ 17.00	$ 17.00
CONTRACEPTIVE FOAM-1 PKG	$ 17.00	$ 17.00
CONTRACEPTIVE GEL	$ 17.00	$ 17.00
CONTRACEPTIVE SUPPOS 10/BOX	$ 17.00	$ 17.00
CONTRACP DEPOPROVER 150MG	$ 55.00	$ 55.00
CPK/CK-CREATINE KINASE	$ 9.00	$ 9.00
C-REACTIVE PROTEIN	$ 8.00	$ 8.00
CREATINE KINASE, TOTAL	$ 9.00	$ 9.00
CREATININE - SERUM	$ 6.00	$ 6.00
CREATININE CLEARANCE	$ 16.00	$ 16.00
CREATININE, URINE	$ 9.00	$ 9.00
CRTPTOSPR/GIAR (SEE PARASITOLOGY FA (CRYPTO/GIARDIA))	$ 16.00	$ 16.00
CRUTCHES	$ 45.00	$ 45.00
CRUTCHES-ADULT	$ 43.00	$ 43.00
CRUTCHES-ADULT TALL	$ 43.00	$ 43.00
CRUTCHES-CHILD	$ 43.00	$ 43.00
CRYO (NONACNE)-1ST LESION	$ 39.00	$ 39.00
CRYO VULVAR LESN(S) EXTEN	$ 181.00	$ 181.00
CRYOSURGERY OF CERVIX	$ 136.00	$ 136.00
CRYOTHERAPY PENIS LESION(S)	$ 80.00	$ 80.00
CRYPTOCCOCAL ANTIGEN	$ 20.00	$ 20.00
Culture O157 E. coli	$ -	$ 4.00
CULTURE BACTERIAL-STOOL	$ 17.00	$ 17.00
CULTURE BACT-OTHER SOURCE	$ 15.00	$ 9.00
CULTURE BACTERIAL-BLOOD	$ 15.00	$ 15.00
CULTURE BACT-THROAT/NOSE (SEE THROAT CULTURE)	$ 14.00	$ 11.00
Culture Bordetella pertussis	$ -	$ 9.00
CULTURE CAMPYLOBACTER	$ -	$ 4.00
CULTURE ENTERIC (SALMONELLA / SHIGELLA)	$ -	$ 12.00
CULTURE ISOLATE IDENTIFICATION	$ -	$ 11.00
CULTURE ISOLATE TYPING	$ -	$ 6.00
CYCLOSERINE 250 MG CAP#28	$ 9.00	$ 9.00
CYTOHISTOLOGIC STUDY	$ 39.00	$ 39.00
CYTOPATH C/V THIN LAYER	$ 26.00	$ 26.00
CYTOPATHOLOGY OTHER STUDY	$ 37.00	$ 37.00
CYTOPATHOLOGY SLIDE (PAP)	$ 15.00	$ 15.00
DEBRID SKIN FULL THICKNESS	$ 190.00	$ 190.00
DEBRID SKN-SUBQ-MUSCL-BONE	$ 257.00	$ 257.00
DEBRIDE SKIN-SUBQ-MUSCL	$ 190.00	$ 190.00
DEBRIDEMENT WOUND	$ 71.00	$ 71.00
DECADRON ELIXIR 0.5MG/5ML	$ 21.00	$ 21.00
DENVER DEVELOP SCREENING	$ 150.00	$ 150.00
DEPO PROVERA-150 MG	$ 66.00	$ 66.00
DERMABOND	$ 19.00	$ 19.00

RIVERSIDE COUNTY
DEPARTMENT OF PUBLIC HEALTH FEES
Schedule 1

Description of Activity/Service	FY08/09 Fee:	Proposed FY 09/10 Fee:
DIFFERENTL BLD COUNT-MAN	$ 5.00	$ 5.00
DIFLUCAN 150MG 1 TAB	$ 17.00	$ 17.00
DIGOXIN	$ 18.00	$ 18.00
DILANTIN/PHENYTOIN;TOTAL	$ 17.00	$ 17.00
DOXYCYCLINE 100MG #14	$ 11.00	$ 11.00
DOXYCYCLINE 100MG 2 CAPS	$ 6.00	$ 6.00
DRESS/DEBRID MED/LG ANES	$ 245.00	$ 245.00
DRESSING A-B-D 5X9IN STER	$ 1.00	$ 1.00
DRESSING PETRLOATM-SMALL	$ 1.00	$ 1.00
DRESSING PETROLATM-LARGE	$ 1.00	$ 1.00
DRESSING PETROLATM-MEDIUM	$ 1.00	$ 1.00
DRESSING TELFA 8X3	$ 1.00	$ 1.00
DRUG SCREEN-URINE #5(5731)	$ 25.00	$ 25.00
DTP-DIPTHER/TRTNUS/PERTUS	$ 8.00	$ 8.00
DTP/HIB(H.INFLUENZA B)VAC	$ 8.00	$ 8.00
EAR DRAIN EXTERN SIMPLE	$ 84.00	$ 84.00
EAR IRRIGATION 1 OR BOTH	$ 49.00	$ 49.00
EAR WAX REMOVAL-CURRETTE	$ 49.00	$ 49.00
EIP PANEL #1	$ 151.00	$ 151.00
EKG TELEPHONIC TRANSMISSN	$ 51.00	$ 51.00
ELBOW COMPLETE 3+	$ 53.00	$ 53.00
ELBOW STRAP	$ 15.00	$ 15.00
ELBOW-2 VIEWS	$ 41.00	$ 41.00
ELECTROCARDIOGRAM-12 LEAD	$ 41.00	$ 41.00
ELECTROCARDIOGRAM-3 LEAD	$ 15.00	$ 15.00
ELECTROLYTES PANEL	$ 9.00	$ 9.00
ENDOCERV CURET/BIOPS-PATH	$ 70.00	$ 70.00
ENDOMETR BIOPS W/WO EC BX	$ 125.00	$ 125.00
ENDOMETRIAL CURETTE	$ 23.00	$ 23.00
EOSINOPHIL CT (NASAL)	$ 7.00	$ 7.00
EPINEPHRINE 1MG/ML INJ	$ 12.00	$ 12.00
EPSTN B VIR IGG/IGM (5607)	$ 27.00	$ 27.00
ERYTHROMYCIN 250MG #56TAB	$ 14.00	$ 14.00
ERYTHROMYCIN 500MG #28TAB	$ 11.00	$ 11.00
ESTRADIOL	$ 36.00	$ 36.00
ETHAMBUTOL TAB 100MG #100	$ 31.00	$ 31.00
ETHAMBUTOL TAB 400 MG #90	$ 94.00	$ 94.00
ETHIONAMIDE 250MG #100	$ 54.00	$ 54.00
EXC BREAST LESN-EACH ADD	$ 139.00	$ 139.00
EXC OF BREAST LESION	$ 277.00	$ 277.00
EXCISION BREAST CYST(S)	$ 242.00	$ 242.00
EYE PACKET DRESSING	$ 1.00	$ 1.00
EYE PAD	$ 1.00	$ 1.00
EYE TRAY	$ 18.00	$ 18.00
FACIAL BONES/ORBIT COMPLT	$ 90.00	$ 90.00
FACIAL BONES <3 VIEWS	$ 53.00	$ 53.00
FAMCICLOVAR TABLETS #30	$ 107.00	$ 107.00
FAT FECAL QUANTITATIVE	$ 118.00	$ 118.00
FB REMOVE-MUSCL/TNDN SIMP	$ 162.00	$ 162.00
Fecal Leukocyte	$ -	$ 8.00
FEMUR 2 VIEWS	$ 53.00	$ 53.00
FENCE SPLINT 2 X 16	$ 2.00	$ 2.00
FENCE SPLINT 4 X 16	$ 3.00	$ 3.00
FERRITIN	$ 17.00	$ 17.00
FERROUS SULFATE	$ 7.00	$ 7.00
FERROUS SULFATE 325MG#100	$ 3.00	$ 3.00
FINE NEEDLE ASPIR-BREAST	$ 52.00	$ 52.00
FINGER(S) 2+VIEWS	$ 31.00	$ 31.00
FLAGYL 250MG CAPS #21	$ 9.00	$ 9.00
FLAGYL 500MG CAPS #14	$ 7.00	$ 7.00
FLAGYL 500MG CAPS #4	$ 5.00	$ 5.00
FLOURESCENT NONINFEC AB	$ 14.00	$ 14.00
FOLIC ACID SERUM	$ 19.00	$ 19.00
FOOT COMPLETE 3+VIEWS	$ 77.00	$ 77.00
FOOT-2 VIEWS	$ 36.00	$ 36.00
FOREARM-2 VIEWS	$ 44.00	$ 44.00
FP CNSL 10 MIN INDIV M/F	$ 12.00	$ 12.00
FP CNSL 15 MIN MALE/FEMAL	$ 15.00	$ 15.00
FP CNSL 30 MIN FEMALE	$ 25.00	$ 25.00
FP CNSL 45 MIN FEMALE	$ 35.00	$ 35.00

RIVERSIDE COUNTY
DEPARTMENT OF PUBLIC HEALTH FEES
Schedule 1

Description of Activity/Service	FY08/09 Fee:	Proposed FY 09/10 Fee:
FP CNSL GROUP M/F	$ 10.00	$ 10.00
FSH, SERUM	$ 24.00	$ 24.00
FUNGUS CULTURE-DEFINTV ID	$ 19.00	$ 23.00
FUNGUS CULTURE-SKIN/HR/NL	$ 18.00	$ 18.00
G6PD/GLUCOS-6-PHOSPH DEHY	$ 16.00	$ 16.00
GARDASIL (HPV)	$ 135.00	$ 135.00
GASTRIC LAVAGE (WASH)	$ 50.00	$ 50.00
GAUZE 1 X 8	$ 1.00	$ 1.00
GAUZE 2 X 5 YDS	$ 1.00	$ 1.00
GAUZE CLING 2X75IN STERIL	$ 1.00	$ 1.00
GAUZE CLING 3X57IN STERIL	$ 43.00	$ 43.00
GAUZE CLING 4.5X147IN STL	$ 1.00	$ 1.00
GAUZE PACKING 1/4 X 5YDS	$ 1.00	$ 1.00
GAUZE PACKING-1 IN	$ 33.00	$ 33.00
GAUZE PACKING-1 IN IDOFRM	$ 44.00	$ 44.00
GAUZE PACKING-1/2 IN	$ 29.00	$ 29.00
GAUZE PACKING1/2IN IDOFRM	$ 35.00	$ 35.00
GAUZE PACKING-1/4 IN	$ 18.00	$ 18.00
GAUZE PACKING1/4IN IDOFRM	$ 32.00	$ 32.00
GAUZE SPGS 4X4 16PKSTERIL	$ 41.00	$ 41.00
GAUZE SPONG COVER 4X3 STL	$ 1.00	$ 1.00
GAUZE SPONGES 2 X 2 STER	$ 1.00	$ 1.00
GAUZE SPONGES 4X4 2PK STL	$ 1.00	$ 1.00
GEN HLTH PANEL/CBC (2402)	$ 6.00	$ 6.00
GGT-GLUTAMYLTRANSFERASE	$ 25.00	$ 25.00
GLUCOSE BY MONT DEVICE	$ 6.00	$ 6.00
GLUCOSE QUANTITATIVE	$ 5.00	$ 5.00
GLUCOSE TOL BEVERAGE	$ 1.00	$ 1.00
GLUCOSE TOL, 1 HR(2 SPEC)	$ 16.00	$ 16.00
GLUCOSE STICK/ACCUCHECK	$ 6.00	$ 6.00
GLUCOSE-POST GLUCOSE DOSE	$ 6.00	$ 6.00
GLYCOHEMOGLOBIN	$ 12.00	$ 12.00
GONORRHEA CULTURE	$ 12.00	$ 9.00
GONORRHEA-AMPLIF PROBE	$ 39.00	$ 39.00
GRAM STAIN	$ 8.00	$ 8.00
HAND-2 VIEWS	$ 36.00	$ 36.00
HAND-3 VIEWS>	$ 51.00	$ 51.00
HANDLING CHARGE/REF LAB	$ 21.00	$ 21.00
HCG BETA SUBUNIT/QUANT	$ 16.00	$ 16.00
HCG-BETA SUBUNIT/RIA QUAL	$ 10.00	$ 10.00
HEEL SPUR PAD-SHOE INSERT	$ 18.00	$ 18.00
HEMATOCRIT-OUTSIDE LAB	$ 4.00	$ 4.00
HEMOGLOBIN/HEMOCUE	$ 5.00	$ 5.00
HEP A ANTIBODY (HAAb)	$ 18.00	$ 18.00
HEP B CORE ANTIB (HBcAb)	$ 18.00	$ 18.00
HEP B SURF ANTIG (HBsAg)	$ 13.00	$ 13.00
HEP B SURFACE ANTIBODY	$ 15.00	$ 15.00
HEP-A/HEP-B ADULT	$ 118.00	$ 118.00
HEP-B VAC IMMUNSUP/DIALYS	$ 57.00	$ 57.00
HEP-B VAC.5MCG SUP/20+YRS	$ 31.00	$ 31.00
HEPATIC FUNCTION PANEL	$ 11.00	$ 11.00
HEPATITIS ACUTE PANEL	$ -	$ 125.00
HEPATITIS A & B PANEL	$ 32.00	$ 32.00
HEPATITIS A AB	$ 18.00	$ 18.00
HEPATITIS A ANTIBODY-IGM	$ 15.00	$ 18.00
HEPATITIS A IGM	$ 15.00	$ 15.00
HEPATITIS B CORE TOTAL ANTIBODY	$ 18.00	$ 18.00
HEPATITIS B CORE IGM TOTAL ANTIBODY	$ 18.00	$ 18.00
HEPATITIS B SURF ANTIBODY	$ 16.00	$ 16.00
HEPATITIS B SURF ANTIGEN	$ 16.00	$ 16.00
HEPATITIS B SURF ANTIGEN NEUTRA	$ -	$ 16.00
HEPATITIS BE ANT (HBeAb)	$ 17.00	$ 17.00
HEPATITIS C AMPLIF PROBE	$ 69.00	$ 69.00
HEPATITIS C ANTIBODY	$ 21.00	$ 21.00
HEPATITIS C RNA QUANT	$ 99.00	$ 99.00
HEPATITIS D ANTIBODY	$ 24.00	$ 24.00
HEPATITIS DELTA AGENT	$ 49.00	$ 49.00
HEPATITIS PANEL (ABC)	$ 62.00	$ 62.00
HERPES ANTI-VIRUS IGG	$ 16.00	$ 16.00
HERPES ANTI-VIRUS IGM	$ 19.00	$ 19.00

RIVERSIDE COUNTY
DEPARTMENT OF PUBLIC HEALTH FEES
Schedule 1

Description of Activity/Service	FY08/09 Fee:	Proposed FY 09/10 Fee:
HERPES CULTR 1 VS 2 IDENT	$ 21.00	$ 21.00
HERPES CULTURE	$ 39.00	$ 25.00
HERPES DFA VIRUS TYPE 1	$ 16.00	$ 16.00
HERPES DFA VIRUS TYPE 2	$ 16.00	$ 16.00
HERPES SIMP ANTIBODY	$ 20.00	$ 20.00
HETEROPHILE ANT (MONO)	$ 7.00	$ 7.00
HGB ELECTROPHORESIS	$ 20.00	$ 20.00
HHA-MNTHLY EVAL&EXT TRTMN	$ 17.00	$ 17.00
HI PYLORI AB,IGG	$ 22.00	$ 22.00
HIB VAC/CHILD STATE	$ 9.00	$ 9.00
HIP UNILAT 1 VIEW	$ 45.00	$ 45.00
HIP UNILAT COMPLETE 2VW>	$ 62.00	$ 62.00
HISTOPLASMA ANTIBODY	$ 18.00	$ 18.00
HIV ANTIGEN/P-24 ANTIGEN	$ 24.00	$ 24.00
HIV GENOTYPE ANALYSIS (REV TRANSCRIPT)	$ 443.00	$ 443.00
HIV PANEL I	$ 15.00	$ 15.00
HIV PANEL II	$ 46.00	$ 46.00
HIV PANEL IIIA	$ 105.00	$ 105.00
HIV PANEL IIIB	$ 18.00	$ 18.00
HIV PANEL IV	$ 79.00	$ 79.00
HIV Genotype Analysis (w/ drug resist)	$ 788.00	$ 788.00
HIV-1 ANTIBODY (EIA)	$ 16.00	$ 16.00
HIV-1 ANTIGEN/P	$ 63.00	$ 63.00
HIV CONFIRMATION (WESTERN BLOT)	$ 35.00	$ 35.00
HIV-1 QUANT (7805)	$ 74.00	$ 74.00
HTLV/HIV ANTIBODY CONFIRM	$ 35.00	$ 35.00
HUMERUS-2 VIEWS>	$ 44.00	$ 44.00
I&D BARTHOLIN GLAND	$ 102.00	$ 102.00
I&D PILONIDAL CYST	$ 80.00	$ 80.00
I&D PILONIDALCYST W/DRAIN	$ 90.00	$ 90.00
I&D SUBUNGUAL HEMATOMA	$ 26.00	$ 26.00
IBUPROPHEN ELXIR 5MG/KG	$ 32.00	$ 32.00
ICE PACK DISPOSABLE	$ 8.00	$ 8.00
IMMUNOASSAY INFECTIOUS AB	$ 22.00	$ 22.00
IMMUNOCOMPETENCY PANEL	$ 58.00	$ 58.00
IMMUNE GLOBULIN ISG	$ 15.00	$ 15.00
INCIS THROMBOS HEMORRHOID	$ 220.00	$ 220.00
INFECTIOUS AGENT AMPLIFIED PROBE	$ 39.00	$ 25.00
INFECTIOUS MONO	$ 13.00	$ 13.00
INFECTIOUS MONO/AB SCREEN	$ 7.00	$ 7.00
INFLUENZA VAC ADMIN	$ 7.00	$ 7.00
INFLUENZA VACCINE STATE	$ 5.00	$ 5.00
INTR-UTER DEV-LIPPES LOOP	$ 10.00	$ 10.00
INJECTION TESTOSTERONE	$ 13.00	$ 13.00
INTRA-UTER DEV COPPER-7	$ 17.00	$ 17.00
INTRA-UTER DEV SAF-T-COIL	$ 6.00	$ 6.00
IRON BINDING CAP	$ 9.00	$ 9.00
IRON SERUM TOTAL	$ 9.00	$ 9.00
IRRG NORM SALINE 1000ML	$ 28.00	$ 28.00
IRRIG STERILE WATER 1000ML	$ 28.00	$ 28.00
ISONIAZID TAB 100MG #100	$ 10.00	$ 10.00
ISONIAZID TAB 100MG #30	$ 6.00	$ 6.00
ISONIAZID TAB 300MG #100	$ 13.00	$ 13.00
ISONIAZID TAB 300MG #30	$ 7.00	$ 7.00
IUD INSERTION	$ 75.00	$ 75.00
IUD REMOVAL	$ 75.00	$ 75.00
IV CATH 16-24CM PROTECATH	$ 8.00	$ 8.00
IV SET BUTTERFLY 21-25 GA	$ 5.00	$ 5.00
IV SOLUTION-1ST 1000CC	$ 28.00	$ 28.00
IV SOLUTN-EACH ADD 1000CC	$ 8.00	$ 8.00
IV START KIT	$ 45.00	$ 45.00
IV TUBING	$ 28.00	$ 28.00
IV TUBING SECONDARY	$ 9.00	$ 9.00
KANAMYCIN 500 MG INJ	$ 34.00	$ 34.00
KETOROLAC INJ 60 MG	$ 33.00	$ 33.00
KNEE ONE OR TWO VIEWS	$ 40.00	$ 40.00
KNEE-3 VIEWS	$ 58.00	$ 58.00
KOH SLIDE SKIN/TISSUE	$ 8.00	$ 8.00
L.E. LATEX	$ 14.00	$ 14.00
LAC-I FACE/EARS ,2.6-5 CM	$ 177.00	$ 177.00

RIVERSIDE COUNTY
DEPARTMENT OF PUBLIC HEALTH FEES
Schedule 1

Description of Activity/Service	FY08/09 Fee:	Proposed FY 09/10 Fee:
LAC-I FACE/EARS <,2.6 CM	$ 159.00	$ 159.00
LAC-I FACE/EARS >30 CM	$ 499.00	$ 499.00
LAC-I FACE/EARS 12.6-20	$ 338.00	$ 338.00
LAC-I FACE/EARS 20.1-30	$ 431.00	$ 431.00
LAC-I FACE/EARS 5.1-7.5	$ 223.00	$ 223.00
LAC-I FACE/EARS 7.6-12.5	$ 263.00	$ 263.00
LAC-I H&F/NK/GEN >30 CM	$ 396.00	$ 396.00
LAC-I H&F/NK/GEN 12.6-20	$ 266.00	$ 266.00
LAC-I H&F/NK/GEN 2.6-7.5	$ 173.00	$ 173.00
LAC-I H&F/NK/GEN 20.1-30	$ 326.00	$ 326.00
LAC-I H&F/NK/GEN 7.6-12.5	$ 223.00	$ 223.00
LAC-I TRK/ARM&LEG <2.6 CM	$ 136.00	$ 136.00
LAC-I TRK/ARM&LEG >30 CM	$ 362.00	$ 362.00
LAC-I TRK/ARM&LEG 12.6-20	$ 247.00	$ 247.00
LAC-I TRK/ARM&LEG 2.6-7	$ 156.00	$ 156.00
LAC-I TRK/ARM&LEG 20.1-30	$ 303.00	$ 303.00
LAC-I TRK/ARM&LEG7.6-12.5	$ 206.00	$ 206.00
LAC-S BDY/SCLP/NK >30 CM	$ 324.00	$ 324.00
LAC-S BDY/SCLP/NK 12.6-20	$ 200.00	$ 200.00
LAC-S BDY/SCLP/NK 20.1-30	$ 261.00	$ 261.00
LAC-S BDY/SCLP/NK7.6-12.5	$ 157.00	$ 157.00
LAC-S BODY/SCLP/NK2.6-7.5	$ 86.00	$ 86.00
LAC-S FACE/EARS <2.6 CM	$ 100.00	$ 100.00
LAC-S FACE/EARS >30 CM	$ 448.00	$ 448.00
LAC-S FACE/EARS 12.6-20	$ 370.00	$ 370.00
LAC-S FACE/EARS 2.6-5 CM	$ 134.00	$ 134.00
LAC-S FACE/EARS 20.1-30	$ 359.00	$ 359.00
LAC-S FACE/EARS 5.1-7.5	$ 185.00	$ 185.00
LAC-S FACE/EARS 7.6-12.5	$ 236.00	$ 236.00
LANCET DEVICE	$ 14.00	$ 14.00
LDH ISOENZYMES	$ 20.00	$ 20.00
LDH-LACTATE DEHYDROGENASE	$ 10.00	$ 10.00
LE CELL PREP	$ 19.00	$ 19.00
LE-LATEX	$ 14.00	$ 14.00
LEAD	$ 22.00	$ 22.45
LESN FACE/MUC MEMB <.6CM	$ 84.00	$ 84.00
LESN FACE/MUC MEMB 1.1-2	$ 129.00	$ 129.00
LESN FACE/MUC MEMB 2.1-3	$ 169.00	$ 169.00
LESN FACE/MUC MEMB 3.1-4	$ 222.00	$ 222.00
LESN FACE/MUC MUMB .6-1CM	$ 111.00	$ 111.00
LESN HEAD/HD&FT/GEN <.6CM	$ 74.00	$ 74.00
LESN HEAD/HD&FT/GEN 1.1-2	$ 117.00	$ 117.00
LESN HEAD/HD&FT/GEN 2.1-3	$ 146.00	$ 146.00
LESN HEAD/HD&FT/GEN 3.1-4	$ 172.00	$ 172.00
LESN HEAD/HD&FT/GEN.6-1CM	$ 103.00	$ 103.00
LESN TRK/ARM/LEG .6-1CM	$ 90.00	$ 90.00
LESN TRK/ARM/LEG <.6CM	$ 67.00	$ 67.00
LESN TRK/ARM/LEG 1.1-2CM	$ 108.00	$ 108.00
LESN TRK/ARM/LEG 2.1-3CM	$ 130.00	$ 130.00
LESN TRK/ARM/LEG 3.1-4CM	$ 147.00	$ 147.00
LIDOCAINE HCL 1%	$ 12.00	$ 12.00
LIDOCAINE HCL 2%	$ 12.00	$ 12.00
LIDOCAINE HCL W/EPI 1%	$ 39.00	$ 39.00
LIDOCAINE HCL W/EPI 2%	$ 41.00	$ 41.00
LIDANE/KWELL 60ML LOTION	$ 7.00	$ 7.00
LINDANE/KWELL 60ML SHMPOO	$ 7.00	$ 7.00
LIPID PANEL (5050)	$ 16.00	$ 16.00
LIQUID NITROGEN	$ 16.00	$ 16.00
LITHIUM	$ 9.00	$ 9.00
LO/OVRAL 1 PKT	$ 25.00	$ 25.00
LUMBAR SPINE 4 VW>	$ 108.00	$ 108.00
LUMBAR SPINE BENDING 4>	$ 69.00	$ 69.00
LUMBAR SPINE COMP W/BEND	$ 136.00	$ 136.00
LUMBOSACRAL SUPP 12-14IN	$ 159.00	$ 159.00
LUTENIZING HORMONE (LH)	$ 24.00	$ 24.00
LYTREN 8 OZ (PEDIALYTE)	$ 7.00	$ 7.00
M. Tb Identification Direct probe	$ 34.00	$ 25.00
MACRODANTIN 100MG #28	$ 30.00	$ 30.00
MACRODANTIN 50MG #28	$ 15.00	$ 15.00
MAMMOGRAPHY BILAT-2 VIEWS	$ 104.00	$ 104.00

RIVERSIDE COUNTY
DEPARTMENT OF PUBLIC HEALTH FEES
Schedule 1

Description of Activity/Service	FY08/09 Fee:	Proposed FY 09/10 Fee:
MAMMOGRAPHY UNILAT	$ 86.00	$ 86.00
M AVIUM ID-DIRECT PROBE (SEE: M. TB Identification Direct Probe)	$ 34.00	$ 25.00
M GORDONI ID-DIRECT PROBE	$ 34.00	$ 34.00
M KANSASI ID-DIRECT PROBE	$ 34.00	$ 34.00
M TB IDENT-DIRECT PROBE	$ 34.00	$ 25.00
MTD AMP PROBE	$ 60.00	$ 60.00
MANDIBLE COMPLETE 4VW>	$ 86.00	$ 86.00
MASTOID <3 VW PER SIDE	$ 30.00	$ 30.00
MASTOIDS COMPLETE 3VW>	$ 107.00	$ 107.00
MDI ALBUTEROL	$ 8.00	$ 8.00
MEASLES VACCINE	$ 54.00	$ 54.00
MEDICAL SOCIAL SERVICES	$ 111.00	$ 111.00
MERCURY QUANTITATIVE TEST	$ 49.00	$ 49.00
METROGEL 0.75%	$ 49.00	$ 49.00
MICONAZOLE-7 VAG CR	$ 28.00	$ 28.00
MICORALBUMEN, QNT, URINE	$ 7.00	$ 7.00
MIM SERV ESTB PT	$ 26.00	$ 26.00
MIRENA IUD	$ 432.00	$ 432.00
MONO TEST	$ 7.00	$ 7.00
MONOFILAMENT TEST-FEET	$ 142.00	$ 142.00
MR-MEASLES&RUBELLA BOOSTR	$ 25.00	$ 25.00
MR-MEASLES/RUBELLA,LIVE	$ 25.00	$ 25.00
MUMPS ANTIBODY - IGG	$ 30.00	$ 30.00
MUMPS VACCINE	$ 62.00	$ 62.00
MYCOLOG CREAM 15GM TUBE	$ 6.00	$ 6.00
MYCOLOG OINT 30 GM TUBE	$ 11.00	$ 11.00
NAIL AVULSION 1	$ 78.00	$ 78.00
NAIL AVULSION EA ADD NAIL	$ 35.00	$ 35.00
NAIL DEBRIDEMENT 1-5	$ 25.00	$ 25.00
NAIL DEBRIDEMENT 6+	$ 40.00	$ 40.00
NAIL INGROWN WEDGE EXCISN	$ 100.00	$ 100.00
NAIL TRIMMING-ANY NUMBER	$ 25.00	$ 25.00
NASAL BONES 3VW>	$ 54.00	$ 54.00
NEB AEROSOL TB	$ 17.00	$ 17.00
NEB-ALBUTEROL SULFAT.083%	$ 6.00	$ 6.00
NEB-NORMAL SALINE 5CC	$ 5.00	$ 5.00
NEB-OXYGN TUBING W/MOUTHP	$ 38.00	$ 38.00
NEBULIZER (IPPB)	$ 36.00	$ 36.00
NEBULIZER (IPPB) SUBSEQUENT	$ 25.00	$ 25.00
NECK SOFT TISSUE	$ 36.00	$ 36.00
NEEDLE BIOPSY OF BREAST	$ 87.00	$ 87.00
NEUPOGEN 300MCG INJ	$ 36.00	$ 36.00
NEWBORN SCREENING-3 TESTS	$ 40.00	$ 40.00
NITROFURANTOIN 100MG #14	$ 23.00	$ 23.00
NITROFURANTOIN 50MG	$ 12.00	$ 12.00
NITROPATCH .2MG EACH	$ 43.00	$ 43.00
NITROSTAT .4MG SUBLING	$ 1.00	$ 1.00
NORFLOX/NOROXIN 400MG TABS	$ 15.00	$ 15.00
NORPLANT INSERTION	$ 75.00	$ 75.00
NORPLANT KIT	$ 472.00	$ 472.00
NORPLANT REMOV W/REINSERT	$ 160.00	$ 160.00
NORPLANT REMOVAL ONLY	$ 140.00	$ 140.00
NOSEBLEED ANT SIMPLE	$ 63.00	$ 63.00
NUVA RING	$ 45.00	$ 45.00
O & P CONC+ID-DIREC	$ 17.00	$ 12.00
O & P TRICHROME STAIN	$ 47.00	$ 24.00
OBSTETRIC PANEL (7522)	$ 44.00	$ 44.00
OCCIPITAL NERVE BLOCK	$ 100.00	$ 100.00
OCCULT BLOOD	$ 5.00	$ 5.00
OCCULT BLOOD - FECES	$ 5.00	$ 5.00
OFLOXACIN 200MG 1 TAB	$ 5.00	$ 5.00
OFLOXACIN 400MG 1 TAB	$ 10.00	$ 10.00
ORTHO EVRA PATCH	$ 15.00	$ 15.00
OS CALCIS 2VW>	$ 40.00	$ 40.00
OVA & PARASITE DIRECT	$ 10.00	$ 10.00
OXYGEN - NASAL CANNULA	$ 34.00	$ 34.00
OXYGEN MASK - TUBING	$ 46.00	$ 46.00
OXYGEN PER 1/2 hr	$ 21.00	$ 21.00
PAP SMEAR	$ 13.00	$ 13.00
PARASITOLOGY - BLOOD SMEAR	$ 11.00	$ 11.00

RIVERSIDE COUNTY
DEPARTMENT OF PUBLIC HEALTH FEES
Schedule 1

Description of Activity/Service	FY08/09 Fee:	Proposed FY 09/10 Fee:
PARASITOLOGY - FA (CRYPTO / GIARDIA)	$ 16.00	$ 16.00
PARASITOLOGY - OTHERS	$ -	$ 6.00
PARASITOLOGY - PINWORM	$ 10.00	$ 10.00
PARASITOLOGY - FA (PNEUMOCYSTIS)	$ 16.00	$ 16.00
PARASITOLOGY - TRICHOME STAIN		$ 24.00
PARTIAL THROMBOPLASTN	$ 8.00	$ 8.00
PEAK FLOW METER DISP	$ 115.00	$ 115.00
PEDIALYTE 6 OZ	$ 7.00	$ 7.00
PEDIARIX, DTAP/HEPB/IPV	$ 174.00	$ 174.00
PELVIS 1 OR 2 VIEWS	$ 54.00	$ 54.00
PELVIS COMPLETE 3VW>	$ 71.00	$ 71.00
PENICILLIN G BENZATHINE	$ 8.00	$ 8.00
PENIS LESION REMOV-CHEM	$ 74.00	$ 74.00
PENTAMIDINE 300 MG	$ 248.00	$ 248.00
PHENOBARBITAL	$ 16.00	$ 16.00
PHN-CASE EVAL&INIT TRTMNT	$ 35.00	$ 35.00
PHN-MNTHLY EVAL&EXT TRTMN	$ 17.00	$ 17.00
PHOSPHOROUS-URINE	$ 10.00	$ 10.00
PINWORMS (SEE PARASITOLOGY - PINWORM)	$ 10.00	$ 10.00
PIP CHLAMYDIA	$ 45.00	$ 45.00
PIP EST ADULT PHYS 19-39	$ 25.00	$ 25.00
PIP EST ADULT PHYS 40-64	$ 25.00	$ 25.00
PIP EST ADULT PHYS 65+	$ 25.00	$ 25.00
PIP NEW ADULT PHYS 19-39	$ 25.00	$ 25.00
PIP NEW ADULT PHYS 40-64	$ 25.00	$ 25.00
PIP NEW ADULT PHYS 65+	$ 25.00	$ 25.00
PIP PAP	$ 25.00	$ 25.00
PIP PREGNANCY 1ST TRI	$ 400.00	$ 400.00
PIP PREGNANCY 2ND TRI	$ 300.00	$ 300.00
PIP PREGNANCY 3RD TRI	$ 200.00	$ 200.00
PIP PREGNANCY POSTPART	$ 70.00	$ 70.00
PLATELET COUNT	$ 6.00	$ 6.00
PLETHYSMOGRAPHY TOT BODY	$ 55.00	$ 55.00
PNEUMOCYST (SEE PARASITOLOGY - FA (PNEUMOCYSTIS))	$ 16.00	$ 16.00
PNEUMOCYSTIS CULTURE	$ 8.00	$ 8.00
PODOPHYLLIN 25% 1 APP 30 ML	$ 55.00	$ 55.00
POLIO - ORAL STATE	$ 8.00	$ 8.00
POST RABIES TRTMNT W/RIG	$ 242.00	$ 242.00
POTASSIUM SERUM	$ 7.00	$ 7.00
PREALBUMEN, SERUM	$ 25.00	$ 25.00
PRE NDL PLCMNT-EA AD LESN	$ 43.00	$ 43.00
PREGNANCY TEST-URINE	$ 9.00	$ 9.00
PRENATAL PANEL	$ -	$ 65.00
PRENATAL VITAMINS #100	$ 9.00	$ 9.00
PRENATAL VITAMINS #300	$ 22.00	$ 22.00
PREOP PLCMNT NDL BRST S&I	$ 54.00	$ 54.00
PREOP PLCMNT NDLE BREAST	$ 115.00	$ 115.00
PREVIN	$ 22.00	$ 22.00
PRIMIDONE/MYSLIN	$ 21.00	$ 21.00
PROBENECID TAB 500MG #60	$ 32.00	$ 32.00
PROGESTERONE LEVEL	$ 27.00	$ 27.00
PROLACTIN - SERUM	$ 27.00	$ 27.00
PROMETHAZINE SYRUP 5 ML	$ 3.00	$ 3.00
PROTEIN TOTAL A/G RAT PNL	$ 7.00	$ 7.00
PROTHROMBIN TIME	$ 5.00	$ 5.00
PROVERA 10MG TABS #9	$ 11.00	$ 11.00
PSA FREE	$ 23.00	$ 23.00
PSA TOTAL	$ 23.00	$ 23.00
PSA-PROSTATE SPCIFC ANTGN	$ 30.00	$ 30.00
PT-PROTHROMBIN TIME	$ 5.00	$ 5.00
PTT-PARTIAL THROMBOPLASTN	$ 10.00	$ 10.00
PULSE OXIMETRY MULTIPLE	$ 38.00	$ 38.00
PYRAZINAMID TAB 500MG #30	$ 41.00	$ 41.00
PYRAZINAMIDE TAB 500MG#100	$ 147.00	$ 147.00
QUANTIFERON-TB	$ 30.00	$ 70.00
RA LATEX RHUMATOID FACTOR	$ 8.00	$ 8.00
RABIES IMMUN GLOB 10 ML	$ 220.00	$ 220.00
RABIES IMMUN GLOB 12 ML	$ 262.00	$ 262.00
RABIES IMMUN GLOB 2 ML	$ 49.00	$ 49.00
RABIES IMMUN GLOB 4 ML	$ 90.00	$ 90.00

RIVERSIDE COUNTY
DEPARTMENT OF PUBLIC HEALTH FEES
Schedule 1

Description of Activity/Service	FY08/09 Fee:	Proposed FY 09/10 Fee:
RABIES IMMUN GLOB 6 ML	$ 135.00	$ 135.00
RABIES IMMUN GLOB 8 ML	$ 177.00	$ 177.00
RABIES VACCINE IM-1 ML	$ 302.00	$ 302.00
RADIOLOG EXAM BRST SPECMN	$ 32.00	$ 32.00
RD MNT Group Class (per 2 hour)	$ 35.00	$ 35.00
REM FB CORNEA W/O WDSLAMP	$ 16.00	$ 16.00
REM FB CORNEA W/WDSLAMP	$ 23.00	$ 23.00
REM FB EMBEDDED SUBCONJ	$ 135.00	$ 135.00
REM FP EXT/CONJUNCTIVAL	$ 8.00	$ 8.00
RESPIRGUARD II	$ 8.00	$ 8.00
RETICULOCYTE	$ 7.00	$ 7.00
RETICULOCYTE COUNT	$ 7.00	$ 7.00
RH TITER (DIRECT COOMBS)	$ 10.00	$ 10.00
RHEUMATOID FACTOR	$ 8.00	$ 8.00
RHOGAM IM	$ 63.00	$ 63.00
RIB BELT	$ 18.00	$ 18.00
RIBS BILATERAL 3VW	$ 79.00	$ 79.00
RIBS UNILATERAL 2VW	$ 66.00	$ 66.00
RIFAMATE CAPS #60	$ 35.00	$ 35.00
RIFAMPIN 150MG CAPS #100	$ 84.00	$ 84.00
RIFAMPIN 300 MG CAPS #60	$ 33.00	$ 33.00
ROCEPHIN 1 GM	$ 97.00	$ 97.00
ROCEPHIN 125 MG	$ 23.00	$ 23.00
ROCEPHIN 250 MG INJ	$ 39.00	$ 39.00
ROOM & BOARD <24 HOURS	$ 47.00	$ 47.00
RSV/FA	$ 25.00	$ 25.00
RUBELLA ANTIBODY	$ 20.00	$ 20.00
RUBELLA VACCINE	$ 57.00	$ 57.00
RUBELLA IGM	$ 16.00	$ 16.00
RUBEOLA ANTIBODY	$ 24.00	$ 24.00
SACROLIAC JTS 2VW>	$ 71.00	$ 71.00
SACRUM & COCCYX 2VW>	$ 58.00	$ 58.00
SCAPULA COMPLETE	$ 53.00	$ 53.00
SCOLIOSIS/SUPINE & ERECT	$ 53.00	$ 53.00
SCREEN MAMMOGRAPHY BILAT	$ 78.00	$ 78.00
SCREENING CLINIC	$ 85.00	$ 85.00
SEDIMENTATION RATE	$ 5.00	$ 5.00
SEPTRA DS #14 TABS	$ 12.00	$ 12.00
SENSITIVITIES FOR BACTERIA (10 test @ $10 each)	$ -	$ 100.00
SENSITIVITIES FOR MYCOBACTERIA	$ 60.00	$ 10.00
SGOT/AST-ASPART AMINOTRNS	$ 8.00	$ 8.00
SGPT/ALT-ALANIN AMINOTRNS	$ 8.00	$ 8.00
SHOULDER 2VW>	$ 53.00	$ 53.00
SHOULDER IMMOBILIZER	$ 36.00	$ 36.00
SICKLE CELL	$ 7.00	$ 7.00
SILVADENE CREAM 1% 50GM	$ 11.00	$ 11.00
SINUSES PARANASAL <3VIEWS	$ 45.00	$ 45.00
SINUSES PARANASAL 3VW>	$ 79.00	$ 79.00
SKILLED NURSING SERVICE	$ 110.00	$ 110.00
SKIN STAPLER W/STAPLES	$ 47.00	$ 47.00
SKIN TEST CANDIDA	$ 15.00	$ 15.00
SKIN TEST COCCIDIOMYCOSIS	$ 12.00	$ 12.00
SKIN TEST TB/PPD	$ 15.00	$ 15.00
SKIN TEST TRICHOPHYTON	$ 15.00	$ 15.00
SKINTAG REMOVAL 1-15	$ 78.00	$ 78.00
SKTAG REMV EA ADTL 10 LSN	$ 52.00	$ 52.00
SKULL <4VW	$ 53.00	$ 53.00
SLING MUSLIN TRIANGULAR	$ 2.00	$ 2.00
SLING, TEAR	$ 7.00	$ 7.00
SODIUM SERUM	$ 7.00	$ 7.00
SOLUCORTEF/STEROID 50MG	$ 25.00	$ 25.00
SPECTINOMYCIN INJECT 2GM	$ 50.00	$ 50.00
SPHENOPALATINE GANGL BLK	$ 90.00	$ 90.00
SPINE THORASIC-3 VIEWS	$ 62.00	$ 62.00
SPLINT APPLIC-FINGER	$ 30.00	$ 30.00
SPLINT APPLIC-SHORT ARM	$ 61.00	$ 61.00
SPLINT APPLIC-SHORT LEG	$ 65.00	$ 65.00
SPLINT FINGER 1 X 18	$ 3.00	$ 3.00
SPLINT FINGER 1/2 X 18	$ 2.00	$ 2.00
SPLINT FINGER 3/4 X 18	$ 3.00	$ 3.00

RIVERSIDE COUNTY
DEPARTMENT OF PUBLIC HEALTH FEES
Schedule 1

Description of Activity/Service	FY08/09 Fee:	Proposed FY 09/10 Fee:
SPLINT FINGER GUARD	$ 6.00	$ 6.00
SPLINT WRIST LARGE LEFT	$ 24.00	$ 24.00
SPLINT WRIST SMALL LEFT	$ 24.00	$ 24.00
SPLINT WRIST SMALL RIGHT	$ 24.00	$ 24.00
SPONGR-BIRTH CONTROL	$ 17.00	$ 17.00
SPONGES BIRTH CONTROL #12	$ 17.00	$ 17.00
SPONGES, 4X4 10 EACH	$ 1.00	$ 1.00
SPUTIM COLLECT CUP-72 HR	$ 7.00	$ 7.00
SPUTUM COLLECTION	$ 20.00	$ 20.00
SPUTUM COLLECTION-CLINIC	$ 10.00	$ 10.00
SPUTUM COLLECTION-HOME	$ 7.00	$ 7.00
STAPLE REMOVAL KIT	$ 5.00	$ 5.00
STAT SET-UP FEE	$ 11.00	$ 11.00
STERI STRIPS	$ 10.00	$ 10.00
STERNOCLAV JOINTS 3VW>	$ 53.00	$ 53.00
STERNUM 2VW>	$ 53.00	$ 53.00
STRAPPING-ANKLE	$ 32.00	$ 32.00
STRAPPING-HAND OR FINGER	$ 60.00	$ 60.00
STRAPPING-TOES	$ 30.00	$ 30.00
STOOL O & P CONC+ID-DIREC	$ 17.00	$ 17.00
STOOL O & P CONCENTRATION	$ 15.00	$ 15.00
STOOL O & P DIRECT	$ 10.00	$ 10.00
STREP CULTURE SCREEN A	$ -	$ 9.00
STREP CULTURE SCREEN B	$ -	$ 9.00
STREPTOMYCIN INJECT 1 ML	$ 18.00	$ 18.00
STRETCH NETTING #1	$ 1.00	$ 1.00
STRETCH NETTING #2	$ 1.00	$ 1.00
STRETCH NETTING #3	$ 11.00	$ 11.00
STRETCH NETTING #4	$ 19.00	$ 19.00
SULTRIN CREAM TUBE	$ 2.00	$ 2.00
SUPPLIES	$ 2.00	$ 2.00
SUPRAX INJ 1GM	$ 57.00	$ 57.00
SUT VIC 4-0 PC5 18IN UND	$ 63.00	$ 63.00
SUT VIC 5-0 PC1 18IN UND	$ 61.00	$ 61.00
SUTURE ETHILON 5-0PC518IN	$ 154.00	$ 154.00
SUTURE ETHILON 6-0PC118IN	$ 63.00	$ 63.00
SUTURE REMOVAL KIT	$ 5.00	$ 5.00
SYPHILIS CONFIRMATION (TPPA)	$ 24.00	$ 18.00
SYPHILIS QUANT (RPR) Screening Quant	$ 8.00	$ 8.00
SYPHILIS Screening (RPR) Qual	$ 8.00	$ 8.00
T-3/T-4 UPTAKE	$ 8.00	$ 8.00
T - 3 FREE	$ 23.00	$ 23.00
T-3 TOTAL	$ 20.00	$ 20.00
T-4 / THYROXINE TOTAL	$ 9.00	$ 9.00
T-4/THYROXINE FREE	$ 17.00	$ 17.00
TB AFB SENSI-EA DRUG X6	$ 60.00	$ 60.00
T-CELL SUBSET	$ 68.00	$ 68.00
TB CULTURE-ANY SOURCE (CONCENTRATE)	$ 36.00	$ 12.00
TB CULTURE-ISOLATE PRESUM ID		$ 12.00
TB CULTURE-DEFINITIVE ID		$ 15.00
TB DIRECT ID-AMPLIF PROBE	$ 60.00	$ 60.00
TB PROCESSING - MEDIA	$ 10.00	$ 10.00
TB RETEST-RESULT QUESTION	$ 10.00	$ 10.00
TB SMEAR-ACID FAST	$ 10.00	$ 10.00
T-CELL SUBSET_2	$ 68.00	$ 68.00
TEMPORARY CROWN	$ 48.00	$ 48.00
TEMPOROMANDIB JNTS BILAT	$ 78.00	$ 78.00
TERAZOL VAG SUPPOS 80MGX3	$ 18.00	$ 18.00
TERAZOL-7 VAG CREAM	$ 24.00	$ 24.00
TESTOSTERONE 1CC/50MG	$ 17.00	$ 17.00
TESTOSTERONE TOTAL	$ 33.00	$ 33.00
TETRACYCLIN 500MG #14CAPS	$ 3.00	$ 3.00
TETRACYCLIN 500MG #28	$ 6.00	$ 6.00
TETRACYCLIN 500MG #48CAPS	$ 9.00	$ 9.00
THEOPHYLLINE	$ 20.00	$ 20.00
THROAT CULT(STREP A SCRN)	$ 14.00	$ 11.00
TIBIA & FIBULA 2 VIEWS	$ 44.00	$ 44.00
TIGAN 100MG SUPPOSITORY	$ 3.00	$ 3.00
TIGAN 200MG SUPPOSITORY	$ 3.00	$ 3.00
TITER PANEL	$ 15.00	$ 15.00

RIVERSIDE COUNTY
DEPARTMENT OF PUBLIC HEALTH FEES
Schedule 1

Description of Activity/Service	FY08/09 Fee:	Proposed FY 09/10 Fee:
TONOMETRY-INTRAOCULR PRES	$ 48.00	$ 48.00
TORADAL INJ 30MG/ML	$ 31.00	$ 31.00
TOXOPLASMOSIS ANTIBODY	$ 18.00	$ 18.00
TOXOPLASMOSIS IGG	$ 20.00	$ 20.00
TOXOPLASMOSIS IGM	$ 27.00	$ 27.00
TOXOPLASMOSIS TITER IGM	$ 21.00	$ 21.00
TRAY - I & D	$ 79.00	$ 79.00
TRAY - MAYO	$ 20.00	$ 20.00
TRAY - MINOR SURGERY	$ 45.00	$ 45.00
TRAY-GEN PURPOSE INSTRU	$ 45.00	$ 45.00
TREP SURE	$ 15.00	$ 18.00
TRIGGER POINT SPRAY TRTMNT	$ 53.00	$ 53.00
TRIGLYCERIDES	$ 8.00	$ 8.00
TYMPANOMETRY	$ 39.00	$ 39.00
UREA NITROGEN, BUN	$ 4.85	$ 4.85
UREA NITROGEN CLEARANCE	$ 7.00	$ 7.00
URIC ACID; BLOOD	$ 6.00	$ 6.00
URINALYSIS DIP W/MICRO	$ 6.00	$ 6.00
URINALYSIS DIP W/MICRO	$ 6.00	$ 6.00
URINALYSIS COMPLETE	$ 5.00	$ 5.00
URINE CULTURE	$ 11.00	$ 11.00
URINE CULTURE ID	$ 11.00	$ 11.00
URINE SENSITIVITY-MIC	$ 12.00	$ 12.00
US BREAST UNI OR BILAT	$ 59.00	$ 59.00
US GUID NEEDLE BIOPS S&I	$ 81.00	$ 81.00
*** VACCINATIONS: SEE ADMIN FEE SECTION		
*** VACCINATIONS: SEE ADMIN FEE SECTION		
VAG APPLIC/IRRIG MEDICATN	$ 33.00	$ 33.00
VAG LESN(S) DESTRUC EXTEN	$ 113.00	$ 113.00
VAG LESN(S) DESTRUC SIMPL	$ 97.00	$ 97.00
VAG/RECTAL B STREP SCRN	$ 15.00	$ 15.00
VALTREX CAPS #42	$ 131.00	$ 131.00
VENIPUNCTURE-NO EXAM	$ 8.00	$ 8.00
VENIPUNCTURE-NO EXAM	$ 8.00	$ 8.00
VIRAL - ISOLATION	$ 107.00	$ 107.00
VISION SNELLEN	$ 4.00	$ 4.00
VISIT INIT COMP PERI W/IN 16 W	$ 190.00	$ 190.00
VISIT INIT COMP PERI W/IN 16/W	$ 190.00	$ 190.00
NUTR ANT FOL-UP VISIT	$ 106.00	$ 106.00
NUTR ANT VST 10TH & SUBSEQ	$ 63.00	$ 63.00
VISIT INIT HLTH ED ASSESS/DEVELOP	$ 20.00	$ 20.00
VISIT ESTABLISHED PAT - LEVEL 1	$ 30.00	$ 30.00
VISIT ESTABLISHED PAT - LEVEL 2	$ 37.00	$ 37.00
VISIT ESTABLISHED PAT - LEVEL 3	$ 63.00	$ 63.00
VISIT ESTABLISHED PAT - LEVEL 4	$ 84.00	$ 84.00
VISIT ESTABLISHED PAT - LEVEL 5	$ 135.00	$ 135.00
VISIT NEW LEVEL 1	$ 33.00	$ 33.00
VISIT NEW LEVEL 2	$ 49.00	$ 49.00
VISIT NEW LEVEL 3	$ 80.00	$ 80.00
VISIT NEW LEVEL 4	$ 98.00	$ 98.00
VISIT NEW LEVEL 5	$ 118.00	$ 118.00
VISIT POSTPARTUM F/U	$ 70.00	$ 70.00
VISUAL FIELD EXAM	$ 19.00	$ 19.00
VITAMIN B-12 1000 MCG INJ	$ 10.00	$ 10.00
VITAMIN B-6 25MG #100	$ 8.00	$ 8.00
VULV LESN(S) DESTRUC SIMP	$ 107.00	$ 107.00
VZV (VARICELLA)	$ 15.00	$ 15.00
WATER MICRO (ROUTINE)	$ 18.00	$ 9.00
WEST NILE VIRUS (EIA IgM)	$ -	$ 22.00
West Nile Virus (IFA) (IgG)	$ 38.00	$ 18.00
WEST NILE VIRUS (IFA IgM) - CONFIRM	$ -	$ 22.00
WET MOUNT	$ 6.00	$ 6.00
WET MOUNT/KOH SLIDE	$ 8.00	$ 8.00
WHITE BLOOD CELL COUNT	$ 6.00	$ 6.00
VITAMIN B12; BLOOD	$ 19.00	$ 19.00
WRIST 3VW>	$ 53.00	$ 53.00
WRIST-2 VIEWS	$ 36.00	$ 36.00
WYCILLIN 600,000 UNITS	$ 19.00	$ 19.00
X-RAY MINIFILM	$ 15.00	$ 15.00
ZINC	$ 16.00	$ 16.00

RIVERSIDE COUNTY
DEPARTMENT OF PUBLIC HEALTH FEES
Schedule 1

Description of Activity/Service	FY08/09 Fee:	Proposed FY 09/10 Fee:
ZITHROMAX 1GM SUSP	$ 41.00	$ 41.00
ZOSTAVAX VACCINE	$ 170.55	$ 170.55

FISCAL PROCEDURES APPROVED
ROBERT E. BYRD, AUDITOR-CONTROLLER
By: Russell Dominski 9/21/09
Russell Dominski

FORM APPROVED COUNTY COUNSEL
BY: [signature] 9/7/09
BEAUFORD T. MILLER, JR DATE

420

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

FROM: Community Health Agency/Department of Public Health

SUBMITTAL DATE: May 1, 2009

SUBJECT: Ordinance No.734.12 Amending Ordinance No. 734.11, an Ordinance of the County of Riverside Establishing Fees, Charges, and Rates for County Public Health Services and Supplies.

RECOMMENDED MOTION:

1.) That the Board of Supervisors introduce and set for a public hearing adoption of Ordinance No. 734.12
2.) That at the close of the public hearing, the Board of Supervisor adopt Ordinance No. 734.12

BACKGROUND: In March, 1994 the Board adopted Ordinance 734, Public Health Services and Supplies Fee and Charges, establishing County Public Health fees, charges and rates. The last update was Ordinance 734.11 on September 02, 2008 with Board adoption on September 30, 2008. As a result of budget actions at the state level, increases in employee salaries/benefits, increased pricing due to the Consumer Price Index (CPI), changes in contracts, the addition/deletion of services and changes in allowable reimbursement rates from third party payers, we are submitting Ordinance 734.12 to reflect the commensurate and applicable changes to the Department of Public Health fee schedule.

(Continued)

SH:ms

Susan D. Harrington
Susan Harrington, Director
Department of Public Health

FINANCIAL DATA	**Current F.Y. Total Cost:**	**In Current Year Budget:**	Yes
	Current F.Y. Net County Cost:	**Budget Adjustment:**	No
	Annual Net County Cost:	**For Fiscal Year:**	09/10

SOURCE OF FUNDS: Fees paid for services by public and third party payers.

Positions To Be Deleted Per A-30 ☐

Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION:

APPROVE
BY: Debra Cournoyer
Debra Cournoyer

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Buster, seconded by Supervisor Ashley and duly carried by unanimous vote, IT WAS ORDERED that the above ordinance is approved as introduced with waiver of the reading and is set for public hearing on Tuesday, October 27, 2009 at 9:30 a.m.

Ayes: Buster, Tavaglione, Stone and Ashley
Nays: None
Absent: None
Date: October 6, 2009
xc: CHA/Public Health, Auditor, COB(2)

Kecia Harper-Ihem
Clerk of the Board
By: [signature]
Deputy

☒ Policy ☐ Consent
☒ Policy ☐ Consent
Dep't Recomm. Per Exec. Ofc.

Prev. Agn. Ref.: Item 9.1, 09/30/08 | **District:** ALL | **Agenda Number:**

9.1

This update includes new, revised, and deleted fees. New fees have been calculated to offset the actual cost of providing the service/product, or set at a rate used in the healthcare industry as a factor of the Medi-Cal maximum allowable charge. Many of the fees in the ordinance have not changed; however, the new fees being established are as follows:

a. **Clinic Management** is adding four new service charges to the FY 09/10 Fee Schedule. The Riverside Fit Families program provides a clinic based, family focused intervention program to impact obesity, where at least one family member is identified by his/her medical care provider as being obese or at risk of obesity. Families contract for activities which will assist them to become more fit and which provide improved nutrition. A $30 fee will be charged for one session and a $240 cost fee for 8 sessions. Clinic Management is also adding two ATP charges to the schedule. Patients who do not have health insurance coverage, may qualify for the County of Riverside Ability to Pay Sliding Fee program. To qualify, the patient must present proof of family income in order to receive the Sliding Fee Scale discount. The level of income will determine how much of a discount they will receive. A $35 charge will be required for all services for returning patients, this fee is for patients who have had a visit within the last three (3) years and a minimum of $50 will be required for all services for new patients.

b. **Nutrition Services** is including two new services for FY 09/10. The Nutrition Services Branch and Loving Support Breastfeeding Program offer for sale to clients Nursing Camisoles for a fee of $27 to ease the mother's ability to nurse her baby in public and in private areas . This will also ensure successful breastfeeding outcomes. Inspections of correctional facilities is a requirement of the Health Department. The local Health Officer is mandated to provide inspections for the jails to ensure they meet Title 15 requirements for Sanitation, Medical and Nutritional standards. A fee of $95 per hour will be added to the FY 09/10 Fee Schedule for the Registered Dietitians that are required to inspect and evaluate the food service and nutrition component of jail facilities throughout the Riverside County.

c. **Public Health Laboratory is** adding services to the FY 09/10 Fee Schedule based on new lab equipment allowing for an increase in in-house lab services versus contract lab. In addition to the new fees, lab fees are being changed/added in order to accommodate the installation of our new Laboratory Information System, which provides more accurate billing. Some fees are being adjusted due to new CPT coding in the 2009 Procedural Manual and to more accurately reflect the Medi-Cal reimbursement rate.

This update has been approved as to form by County Counsel.

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA 608B

FROM: County Counsel/TLMA
Code Enforcement Department

SUBMITTAL DATE:
October 15, 2009

SUBJECT: Abatement of Public Nuisance [Excess Outside Storage & Accumulation of Rubbish]
Case Nos.: CV 08-10085 (SMITH, MARCUS)
Subject Property: One Parcel East of 33589 Skylark Drive, Lake Elsinore;
APN: 382-110-010
District One

RECOMMENDED MOTION: Move that:

1. The excess outside storage of materials and accumulation of rubbish on the real property located at One Parcel East of 33589 Skylark Drive, Lake Elsinore, Riverside County, California, APN: 382-110-010 be declared a public nuisance and a violation of Riverside County Ordinance Nos. 348 and 541 (Riverside County Code Chapters 17.16 and 8.120).

2. Marcus L. Smith, the owner of the subject real property, be directed to abate the excess outside storage and accumulation of rubbish on the property by removing the same from the real property within ninety (90) days.

(Continued)

JONATHAN D. HOLUB, Deputy County Counsel
for PAMELA J. WALLS, County Counsel

FINANCIAL DATA				
	Current F.Y. Total Cost:	$ N/A	In Current Year Budget:	N/A
	Current F.Y. Net County Cost:	$ N/A	Budget Adjustment:	N/A
	Annual Net County Cost:	$ N/A	For Fiscal Year:	N/A

SOURCE OF FUNDS:

Positions To Be Deleted Per A-30 ☐

Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION:

APPROVE
BY
Tina Grande

County Executive Office Signature

Departmental Concurrence

☐ Consent X Policy

☐ Consent ☒ Policy

Dep't Recomm.:

Per Exec. Ofc.:

Prev. Agn. Ref.: | **District:** 1 | **Agenda Number:** 9.3

Form 11 (Rev 06/2003)

3. If the owner of the real property does not take the above described action within ninety (90) days of the date of the Board's Order to Abate, that representatives of the Code Enforcement Department, Sheriff's Department, and/or a contractor, upon consent or receipt of a Court Order authorizing entry onto the real property when necessary under applicable law, shall abate the excess outside storage and accumulation of rubbish by removing and disposing of the same from the real property.

4. The reasonable costs of abatement, after notice and an opportunity for hearing, shall be imposed as a lien on the real property, which may be collected as a special assessment against the real property pursuant to Government Code Section 25845 and Riverside County Ordinance No. 725.

5. County Counsel be directed to prepare the necessary Findings of Fact and Conclusions that the excess outside storage of materials and accumulation of rubbish on the real property is declared to be in violation of Riverside County Ordinance Nos. 348 and 541, and a public nuisance, and further, to prepare an Order to Abate for approval by the Board.

JUSTIFICATION:

1. An initial inspection was made of the subject property by the Code Enforcement Officer on January 13, 2009.

2. The inspection revealed the excess outside storage of materials and an accumulation of rubbish on the subject property in violation of Riverside County Ordinance Nos. 348 and 541. The items included but were not limited to: wood, masonry, bicycle parts, metal, used propane tanks, a trap, plastic, appliances, tires and miscellaneous trash and debris. The amount of excess outside storage and accumulated rubbish was determined to be in excess of 41,400 square feet.

3. Subsequent follow up inspections of the above-described real property on April 9, 2009, May 26, 2009 and August 25, 2009 revealed that the property continued to be in violation of Riverside County Ordinance Nos. 348 and 541.

4. Staff and the Code Enforcement Department have complied with the notice requirements set forth in the appropriate laws of this jurisdiction pertaining to the administrative abatement proceedings for the removal of excess outside storage and accumulated rubbish.

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA 827B

FROM: County Counsel/TLMA
Code Enforcement Department

SUBMITTAL DATE:
August 24, 2009

SUBJECT: Abatement of Public Nuisance [Substandard Structures & Accumulation of Rubbish];
Case No.: CV 08-02186
Subject Property: North of 88350 Airport Blvd. on Avenue 55, Thermal
APN: 763-370-027; District 4

RECOMMENDED MOTION: Move that:

(1) The substandard structures (outdoor bar with patio, shed, single family dwelling, outdoor bathroom, north stables, south stables, arena and stage/billboard) on the real property located North of 88350 Airport Blvd. on Avenue 55, Thermal, Riverside County, California, APN 763-370-027 be declared a public nuisance and a violation of Riverside County Ordinance No. 457 which does not permit substandard structures on the property.

(2) First Regional Bank, the owner of the subject real property, be directed to abate the substandard structures on the property by rehabilitating, removing and/or demolishing the same from the real property, including the removal and disposal of all structural debris and materials, within ninety (90) days.

(Continued)

JULIE AK JARVI, Deputy County Counsel
for PAMELA J. WALLS, County Counsel

Departmental Concurrence

FINANCIAL DATA				
	Current F.Y. Total Cost:	$ N/A	In Current Year Budget:	N/A
	Current F.Y. Net County Cost:	$ N/A	Budget Adjustment:	N/A
	Annual Net County Cost:	$ N/A	For Fiscal Year:	N/A

SOURCE OF FUNDS:

Positions To Be Deleted Per A-30 ☐

Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION:

APPROVE
BY: Tina Grande

County Executive Office Signature

Dep't Recomm.: X Policy ☐ Consent
Per Exec. Ofc.: ☐ Policy ☐ Consent

Prev. Agn. Ref.:

District: 4

Agenda Number: 9.4

Form 11 (Rev 06/2003)

(3) The owner be ordered to ascertain the existence or non-existence of asbestos containing materials in said structures by survey and materials sample testing through the Industrial Hygiene Specialist of the County Health Department, Division of Special Services; and, prior to the abatement ordered in paragraph number two (2) above, to secure the removal and disposal of all asbestos containing materials discovered through such survey and testing by contract with a duly certified and licensed contractor for the handling of such materials to avoid citations and/or fines imposed by the South Coast Air Quality Management District (SCAQMD) pursuant to SCAQMD Rule No. 1403.

(4) The accumulation of rubbish on the real property located North of 88350 Airport Blvd. on Avenue 55, Thermal, be declared a public nuisance and a violation of Riverside County Ordinance No. 541 which does not permit the accumulation of rubbish on the property.

(5) First Regional Bank, the owner of the subject property, be directed to abate the accumulation of rubbish on the property by removing and disposing of the same from the real property within ninety (90) days.

(6) If the owner of the real property does not take the above described action within ninety (90) days of the date of the Board's Order to Abate, that representatives of the Code Enforcement Department, Sheriff's Department, and/or a contractor, upon consent of the owners, receipt of a Court Order authorizing entry onto the real property, or other authorization as provided by law, shall abate the substandard structures and the accumulation of rubbish by removing and disposing of the same from the real property.

(7) The reasonable cost of the abatement, after notice and an opportunity for hearing, shall be imposed as a lien on the real property, which may be collected as a special assessment against the real property pursuant to Government Code Section 25845 and Ordinance No. 725.

(8) County Counsel be directed to prepare the necessary Findings of Fact and Conclusions of Law that the substandard structures on the real property and the accumulation of rubbish are declared to be in violation of Riverside County Ordinance Nos. 457 and 541 and constitute a public nuisance. Further, County Counsel shall prepare an Order to Abate for approval by the Board.

JUSTIFICATION:

1. An initial inspection was made of the subject real property by the Code Enforcement Officer on April 16, 2008.

2. The inspection revealed eight substandard structures (outdoor bar with patio, shed, dwelling, outhouse, north stables, south stables, arena and stage/billboard) on the subject real property in violation of Riverside County Ordinance No. 457. The substandard conditions of the structures included, but were not limited to the following: faulty weather protection, general dilapidation or improper maintenance; extensive fire damage; abandoned, vacant, public and attractive nuisance. The inspection also revealed the accumulation of rubbish (approximately 4,800 square feet) on the subject property in violation of Riverside County Ordinance No. 541. The accumulation of rubbish consisted of, but was not limited to the following materials: cut/dead vegetation, wood, metal, plastic, furniture, block cement, household items, construction materials, and 10-20 discarded tires.

3. Subsequent inspections of the above-described real property on May 20, 2008, July 15, 2008, August 7, 2008, October 6, 2008, November 13, 2008, January 30, 2009 and June 19, 2009, revealed that the property continues to be in violation of Riverside County Ordinance Nos. 457 and 541.

4. Staff and the Code Enforcement Department have complied with the requirements set forth in the appropriate laws of this jurisdiction pertaining to the Administrative Abatement Proceedings for substandard structures and accumulation of rubbish.

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA 611 B

FROM: County Counsel/TLMA
Code Enforcement Department

SUBMITTAL DATE: October 15 2009

SUBJECT: Abatement of Public Nuisance [Excess Outside Storage];
Case No.: CV 07-4081 (ROMERO)
Subject Property: 25527 Highway 74, Perris; APN: 345-060-064
District Five

RECOMMENDED MOTION: Move that:

1. The excess outside storage of materials on the real property located at 25527 Highway 74, Perris, Riverside County, California, APN: 345-060-064 be declared a public nuisance and a violation of Riverside County Ordinance No. 348 (Riverside County Code Chapter 17.16).

2. Rene L. Romero, the owner of the subject real property, be directed to abate the excess outside storage on the property by removing the same from the real property within ninety (90) days.

(Continued)

JULIE A. JARVI, Deputy County Counsel
for PAMELA J. WALLS, County Counsel

FINANCIAL DATA				
	Current F.Y. Total Cost:	$ N/A	In Current Year Budget:	N/A
	Current F.Y. Net County Cost:	$ N/A	Budget Adjustment:	N/A
	Annual Net County Cost:	$ N/A	For Fiscal Year:	N/A

SOURCE OF FUNDS:

Positions To Be Deleted Per A-30 ☐

Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION:

APPROVE

BY: Tina Grande

County Executive Office Signature

Departmental Concurrence

☐ Consent X Policy

☐ Consent ☒ Policy

Dep't Recomm.:

Per Exec. Ofc.:

Prev. Agn. Ref.: | **District:** 5 | **Agenda Number:** 9.5

Form 11 (Rev 06/2003)

3. If the owner of the real property does not take the above described action within ninety (90) days of the date of the Board's Order to Abate, that representatives of the Code Enforcement Department, Sheriff's Department, and/or a contractor, upon consent or receipt of a Court Order authorizing entry onto the real property when necessary under applicable law, shall abate the excess outside storage by removing the same from the real property.

4. The reasonable costs of abatement, after notice and an opportunity for hearing, shall be imposed as a lien on the real property, which may be collected as a special assessment against the real property pursuant to Government Code Section 25845 and Riverside County Ordinance No. 725.

5. County Counsel be directed to prepare the necessary Findings of Fact and Conclusions that the excess outside storage of materials on the real property is declared to be in violation of Riverside County Ordinance No. 348, and a public nuisance, and further, to prepare and Order to Abate for approval by the Board.

JUSTIFICATION:

1. An initial inspection was made of the subject property by the Code Enforcement Officer on March 19, 2009.

2. The inspection revealed the excess outside storage of materials or junkyard on the subject property in violation of Riverside County Ordinance No. 348. The items included but were not limited to: appliances and appliance parts. The amount of outside storage was determined to be five thousand three hundred (5,300) square feet.

3. Subsequent re-inspections of the above-described real property on June 1, 2009 and August 18, 2009 revealed that the property continued to be in violation of Riverside County Ordinance No. 348.

4. Staff and the Code Enforcement Department have complied with the notice requirements set forth in the appropriate laws of this jurisdiction pertaining to the Administrative Abatement Proceedings for the removal of excess outside storage.

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

609B

FROM: County Counsel/TLMA
Code Enforcement Department

SUBMITTAL DATE: October 15, 2009

SUBJECT: Abatement of Public Nuisance [Grading Without a Permit]
Case No.: CV 08-00109 (Mackenzie)
Subject Property: One parcel east of 47760 Woodcliff Drive, Banning;
APN: 544-270-006
District Five

RECOMMENDED MOTION: Move that:

(1) The grading without permits on the real property located at One parcel east of 47760 Woodcliff Drive, Banning, Riverside County, California, APN: 544-270-006, be declared a public nuisance and a violation of Riverside County Ordinance No. 457 which does not permit grading of more than fifty (50) cubic yards without a grading permit.

(2) A five (5) year hold on the issuance of building permits and land use approvals be placed on The Property.

Departmental Concurrence

(Continued)

JONATHAN D. HOLUB, Deputy County Counsel
for PAMELA J. WALLS, County Counsel

FINANCIAL DATA				
	Current F.Y. Total Cost:	$ N/A	In Current Year Budget:	N/A
	Current F.Y. Net County Cost:	$ N/A	Budget Adjustment:	N/A
	Annual Net County Cost:	$ N/A	For Fiscal Year:	N/A

SOURCE OF FUNDS:

Positions To Be Deleted Per A-30 ☐

Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION:

APPROVE

BY: Tina Grande

County Executive Office Signature

Dep't Recomm.:	Per Exec. Ofc.:
X Policy	☐ Policy
☐ Consent	☐ Consent

Prev. Agn. Ref.: | **District:** 5 | **Agenda Number:** 9.6

Form 11 (Rev 06/2003)

(3) Jerry Mackenzie, the Owner of the subject real property or whoever has possession or control of the premises, be directed to restore or remediate the unpermitted grading within ninety (90) days.

(4) If the owner or whoever has possession or control of the real property does not take the above described action within ninety (90) days of the date of the mailing and posting of the Board's Order to Abate, that representatives of the Code Enforcement Department are authorized to obtain the services of a contractor, upon consent of the owner or receipt of a Court Order authorizing entry onto the real property when necessary under applicable law, to restore or remediate the property so as to prevent offsite drainage and slope erosion.

(5) The reasonable costs of abatement, after notice and an opportunity for hearing, shall be imposed as a lien on the real property, which may be collected as a special assessment against the real property pursuant to Government Code Section 25845 and Ordinance No. 725.

(6) Upon the restoration or remediation of the property and payment of all abatement costs assessed against the property the five (5) year hold on the issuance of building permits and land use approvals will be lifted.

(7) County Counsel be directed to prepare the necessary Findings of Facts and Conclusions that the grading without a permit on the real property is declared to be in violation of Riverside County Ordinance No. 457 and a public nuisance, and further, to prepare an Order to Abate for approval by the Board.

JUSTIFICATION:

1. An inspection was made of the subject property by the Code Enforcement Officer on January 24, 2008. The inspection revealed that a significant amount of soil that was cut into the hillside and was redistributed to form a large flat surface or pad graded on the property. Further, there was severe erosion as a result of the unapproved grading in violation of Riverside County Ordinance No. 457 (RCC Title 15). The Officer estimated that approximately fifty-eight thousand nine hundred (58,900) cubic yards of dirt has been graded. A search of Riverside County records indicates that no permit for grading has been obtained. This creates a public and attractive nuisance.

2. Follow-up inspections on May 14, 2008, July 7, 2009 and August 19, 2009, revealed that the property continues to be in violation of Riverside County Ordinance No. 457.

3. Staff and the Code Enforcement Department have complied with the notice requirements set forth in the appropriate laws of this jurisdiction pertaining to the administrative abatement proceedings for grading without a permit.

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA 612B

FROM: County Counsel/TLMA
Code Enforcement Department

SUBMITTAL DATE:
OCTOBER 15 2009

SUBJECT: Abatement of Public Nuisance [Accumulation of Rubbish];
Case No.: CV 08-08670 (SHROSBREE)
Subject Property: 28830 Lakeview Avenue, Nuevo; APN: 307-190-023
District Five

RECOMMENDED MOTION: Move that:

(1) The accumulation of rubbish on the real property located at 28830 Lakeview Avenue Nuevo, Riverside County, California, APN: 307-190-023, be declared a public nuisance and a violation of Riverside County Ordinance No. 541, which does not permit the accumulation of rubbish on the property.

(2) Owner Eugene A. Shrosbree, or whoever has possession and control of the subject real property, be directed to abate the accumulation of rubbish on the property by removing and disposing of the same from the real property within ten (90) days.

JULIE A. JARVI, Deputy County Counsel
for PAMELA J. WALLS, County Counsel

(Continued)

FINANCIAL DATA				
	Current F.Y. Total Cost:	$ N/A	In Current Year Budget:	N/A
	Current F.Y. Net County Cost:	$ N/A	Budget Adjustment:	N/A
	Annual Net County Cost:	$ N/A	For Fiscal Year:	N/A

SOURCE OF FUNDS:

Positions To Be Deleted Per A-30 ☐

Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION:

APPROVE
BY Tina Grande

County Executive Office Signature

Departmental Concurrence

☐ Consent ☐ Policy
X Consent ☒ Policy

Dep't Recomm.: Per Exec. Ofc.:

Prev. Agn. Ref.: | **District:** 5 | **Agenda Number:** 9.7

Form 11 (Rev 06/2003)

(3) If the owner or whoever has possession or control of the real property does not take the above described action within ten (90) days of the date of the Board's Order to Abate, that representatives of the Code Enforcement Department, Sheriff's Department, and/or a contractor, upon consent of the owner or receipt of a Court Order authorizing entry onto the real property, when necessary under applicable law, shall abate the accumulation of rubbish by removing and disposing of the same from the real property.

(4) The reasonable cost of abatement, after notice and an opportunity for hearing, shall be imposed as a lien on the real property, which may be collected as a special assessment against the real property pursuant to Government Code Section 25845 and Riverside County Ordinance No. 541.

(5) County Counsel be directed to prepare the necessary Findings of Facts and Conclusions that the accumulation of rubbish on the real property is declared to be in violation of Riverside County Ordinance No. 541, and a public nuisance, and further, to prepare an Order to Abate for approval by the Board.

JUSTIFICATION:

1. An initial inspection was made of the subject real property by the Code Enforcement Officers on October 10, 2008. The inspection revealed the accumulation of rubbish on the subject property in violation of Riverside County Ordinance No. 541. The rubbish consisted of, but was not limited to: scrap metal, scrap wood, car parts, tires, green waste and general debris.

2. Subsequent inspections of the above-described real property on January 6, 2009 and August 20, 2009, revealed the property continues to be in violation of Riverside County Ordinance No. 541.

3. Staff and the Code Enforcement Department have complied with the requirements set forth in the appropriate laws of this jurisdiction pertaining to the administrative abatement proceedings for the removal of accumulated rubbish.

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

610B

FROM: County Counsel/TLMA
Code Enforcement Department

SUBMITTAL DATE:
October 15, 2009

SUBJECT: Abatement of Public Nuisance [Accumulation of Rubbish];
Case No.: CV 09-00841
Subject Property: 1 Parcel North of 15610 Avenida Rambla, Desert Hot Springs
APN: 656-242-020
District Five

RECOMMENDED MOTION: Move that:

(1) The accumulation of rubbish on the real property located at 1 Parcel North of 15610 Avenida Rambla, Desert Hot Springs, Riverside County, California, APN: 656-242-020, be declared a public nuisance and a violation of Riverside County Ordinance No. 541 which does not permit the accumulation of rubbish on the property.

(2) Owner Gloria Craig, or whoever has possession and control of the subject real property, be directed to abate the accumulation of rubbish on the property by removing and disposing of the same from the real property within ninety (90) days.

JONATHAN D. HOLUB, Deputy County Counsel
For PAMELA J. WALLS, County Counsel

(Continued)

FINANCIAL DATA				
	Current F.Y. Total Cost:	$ N/A	In Current Year Budget:	N/A
	Current F.Y. Net County Cost:	$ N/A	Budget Adjustment:	N/A
	Annual Net County Cost:	$ N/A	For Fiscal Year:	N/A

SOURCE OF FUNDS:

Positions To Be Deleted Per A-30 ☐

Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION:

APPROVE
BY: Tina Grande

County Executive Office Signature

Departmental Concurrence

☐ Consent ☐ Policy
X ☒

Dep't Recomm.: Per Exec. Ofc.:

Prev. Agn. Ref.: | **District:** 5 | **Agenda Number:** 9.8

Form 11 (Rev 06/2003)

(3) If the owner or whoever has possession or control of the real property does not take the above described action within ninety (90) days of the date of the Board's Order to Abate, that representatives of the Code Enforcement Department, Sheriff's Department, and/or a contractor, upon consent of the owner or receipt of a Court Order authorizing entry onto the real property, when necessary under applicable law, shall abate the accumulation of rubbish by removing and disposing of the same from the real property.

(4) The reasonable cost of abatement, after notice and an opportunity for hearing, shall be imposed as a lien on the real property, which may be collected as a special assessment against the real property pursuant to Government Code Section 25845 and Riverside County Ordinance No. 725.

(5) County Counsel be directed to prepare the necessary Findings of Facts and Conclusions that the accumulation of rubbish on the real property is declared to be in violation of Riverside County Ordinance No. 541, and a public nuisance, and further, to prepare an Order to Abate for approval by the Board.

JUSTIFICATION:

1. An initial inspection was made of the subject real property by the Code Enforcement Officers on June 1, 2009. The inspection revealed the accumulation of rubbish on the subject property in violation of Riverside County Ordinance No. 541. The rubbish consisted of, but was not limited to: household rubbish, spent building materials, and green waste.

2. A subsequent inspection of the above-described real property on June 19, 2009, and August 19, 2009 revealed the property continues to be in violation of Riverside County Ordinance No. 541.

3. Staff and the Code Enforcement Department have complied with the requirements set forth in the appropriate laws of this jurisdiction pertaining to the administrative abatement proceedings for the removal of accumulated rubbish.

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA 353B

FROM: County Counsel/TLMA
Code Enforcement Department

SUBMITTAL DATE: September 21, 2009

SUBJECT: Abatement of Public Nuisance [Excess Outside Storage & Accumulation of Rubbish]
Case Nos.: CV 09-02055 & CV 09-02056
Subject Property: 61610 El Dorado Road, North Palm Springs; APN: 668-390-084
District Five

RECOMMENDED MOTION: Move that:

1. The excess outside storage of materials and accumulation of rubbish on the real property located at 61610 El Dorado Road, North Palm Springs, Riverside County, California, APN: 668-390-084 be declared a public nuisance and a violation of Riverside County Ordinance Nos. 348 and 541 (Riverside County Code Chapters 17.144 and 8.120).

(Continued)

JULIE A. JARVI, Deputy County Counsel
for PAMELA J. WALLS, County Counsel

FINANCIAL DATA				
	Current F.Y. Total Cost:	$ N/A	In Current Year Budget:	N/A
	Current F.Y. Net County Cost:	$ N/A	Budget Adjustment:	N/A
	Annual Net County Cost:	$ N/A	For Fiscal Year:	N/A

SOURCE OF FUNDS:

Positions To Be Deleted Per A-30 ☐
Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION:

APPROVE
BY: Tina Grande

County Executive Office Signature Tina Grande

Departmental Concurrence

☐ Consent X Policy
☐ Consent ☒ Policy

Dep't Recomm.:
Per Exec. Ofc.:

Prev. Agn. Ref.: | **District:** 5 | **Agenda Number:** 9.9

Form 11 (Rev 06/2003)

2. Ethel E. Rennick, Trustee of the Ethel E. Rennick Living Trust, dated January 6, 1999, the owner of the subject real property, be directed to abate the excess outside storage and accumulation of rubbish on the property by removing the same from the real property within ninety (90) days.

3. If the owner of the real property does not take the above described action within ninety (90) days of the date of the Board's Order to Abate, that representatives of the Code Enforcement Department, Sheriff's Department, and/or a contractor, upon consent or receipt of a Court Order authorizing entry onto the real property when necessary under applicable law, shall abate the excess outside storage and accumulation of rubbish by removing and disposing of the same from the real property.

3. The reasonable costs of abatement, after notice and an opportunity for hearing, shall be imposed as a lien on the real property, which may be collected as a special assessment against the real property pursuant to Government Code Section 25845.

4. County Counsel be directed to prepare the necessary Findings of Fact and Conclusions that the excess outside storage of materials and accumulation of rubbish on the real property is declared to be in violation of Riverside County Ordinance Nos. 348 and 541, and a public nuisance, and further, to prepare an Order to Abate for approval by the Board.

JUSTIFICATION:

1. An initial inspection was made of the subject property by the Code Enforcement Officer on March 24, 2009.

2. The inspection revealed the excess outside storage of materials and an accumulation of rubbish on the subject property in violation of Riverside County Ordinance Nos. 348 and 541. The items included but were not limited to: wood, household trash, barrels, water purifiers, appliances, metal, steel, storage containers, boxes, and miscellaneous items.

3. Subsequent follow up inspections of the above-described real property on June 3, 2009 and August 6, 2009 revealed that the property continued to be in violation of Riverside County Ordinance Nos. 348 and 541.

4. Staff and the Code Enforcement Department have complied with the notice requirements set forth in the appropriate laws of this jurisdiction pertaining to the administrative abatement proceedings for the removal of excess outside storage and accumulated rubbish.

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA 613B

FROM: County Counsel
Code Enforcement Department

SUBMITTAL DATE:
October 15, 2009

SUBJECT: Statement of Expense [Case Nos. CV 06-0632, CV 05-5412 & CV 05-5477]
Subject Property: 9306 Jurupa Road, Riverside; TOPRAKJIAN
APN: 167-231-003
District Two

RECOMMENDED MOTION: Move that the Board of Supervisors:

(1) assess the reasonable costs of abatement of a public nuisance (substandard structures and accumulated rubbish) in the above-referenced matter to be thirty-five thousand, one hundred fifty-six dollars and forty-six cents (US $35,156.46);
(2) assess the costs of abatement against the above-described subject property;
(3) authorize the recordation of a notice of abatement lien; and
(4) authorize the abatement costs to be added to the tax roll as a special assessment.

BACKGROUND: Government Code § 25845, Riverside County Ordinance Nos. 457 (RCC Title 15), 541 (RCC Chapter 8.120) and 725 (RCC Chapter 1.16) authorize the recovery of abatement costs in public nuisance cases, the recordation of a notice of abatement lien and inclusion of abatement costs on the tax roll as a special assessment upon approval of the Board of Supervisors.

JULIE A. JARVI, Deputy County Counsel
for PAMELA J. WALLS, County Counsel

(continued)

FINANCIAL DATA				
	Current F.Y. Total Cost:	$ N/A	In Current Year Budget:	N/A
	Current F.Y. Net County Cost:	$ N/A	Budget Adjustment:	N/A
	Annual Net County Cost:	$ N/A	For Fiscal Year:	N/A

SOURCE OF FUNDS:

Positions To Be Deleted Per A-30 ☐

Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION:

APPROVE

BY: Tina Grande

County Executive Office Signature

Departmental Concurrence

☒ Consent ☐ Consent
☒ Policy ☒ Policy

Dep't Recomm.:
Per Exec. Ofc.:

Prev. Agn. Ref.: | **District:** 2 | **Agenda Number:** 9.10

Form 11 (Rev 06/2003)

Statement of Expense [Case Nos. CV 06-0632, CA 05-5412 & CV 05-5477]
Subject Property: 9306 Jurupa Road, Riverside; TOPRAKJIAN
APN: 167-231-003
District Two

The Board of Supervisors issued Orders to Abate in Case Nos. CV05-5412 and CV05-5477 on July 25, 2006; and in Case No. CV 06-0632 on November 17, 2006. The property was subsequently brought into compliance with regard to the accumulated rubbish. The property owner subsequently removed one of the structures, but failed to remove the remaining concrete foundation. After expiration of the ninety-day stay of execution of the Board's orders, and on or about November 20, 2008, the substandard structures located on the subject property were abated under direction of the Riverside County Code Enforcement Department pursuant to a seizure warrant.

All notices regarding the Statement of Expense hearing have been given to Lucy Toprakjian, property owner, as required by law (see attached exhibits).

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA 6148

FROM: County Counsel
Code Enforcement Department

SUBMITTAL DATE: October 15, 2009

SUBJECT: Statement of Expense [Case No. CV 05-1279 & CV 03-3307]
Subject Property: 40500 Highway 79, Temecula; VAIL LAKE VILLAGE & RESORT
APN: 927-380-023
District Three

RECOMMENDED MOTION: Move that the Board of Supervisors:

(1) assess the reasonable costs of abatement of a public nuisance (construction without permits, illegal use of conditional use permit and substandard structures) in the above-referenced matter to be nine thousand, nine hundred, fifty-six dollars and forty-nine cents (US $9,956.49);
(2) assess the costs of abatement against the above-described subject property;
(3) authorize the recordation of a notice of abatement lien; and
(4) authorize the abatement costs to be added to the tax roll as a special assessment

BACKGROUND: Government Code § 25845, Riverside County Ordinance Nos. 457 (RCC Title 15), 348 (RCC Title 17) and 725 (RCC Chapter 1.16) authorize for the recovery of abatement costs in public nuisance cases, the recordation of a notice of abatement lien and inclusion of abatement costs on the tax roll as a special assessment upon approval of the Board of Supervisors.

JULIE A. JARVI, Deputy County Counsel
for PAMELA J. WALLS, County Counsel

FINANCIAL DATA				
	Current F.Y. Total Cost:	$ N/A	In Current Year Budget:	N/A
	Current F.Y. Net County Cost:	$ N/A	Budget Adjustment:	N/A
	Annual Net County Cost:	$ N/A	For Fiscal Year:	N/A

SOURCE OF FUNDS:

Positions To Be Deleted Per A-30 ☐
Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION: APPROVE

BY Tina Grande

County Executive Office Signature

Departmental Concurrence

Dep't Recomm.: ☐ Consent ☒ Policy
Per Exec. Ofc.: ☐ Consent ☒ Policy

Prev. Agn. Ref.: | **District:** 3 | **Agenda Number:** 9.11

Form 11 (Rev 06/2003)

Statement of Expense [Case Nos. CV 05-1279 & CV 03-3307]
Subject Property: 40500 Highway 79, Temecula; VAIL LAKE VILLAGE & RESORT
APN: 927-380-023
District Three

The Riverside County Code Enforcement Department issued Notices of Violation on May 25, 2005, May 31, 2005, October 6, 2005, November 9, 2005, and November 16, 2005. The property owner(s) subsequently brought the property into compliance.

The property has a delinquent tax status as of 2006.

The Notice of Hearing re Statement of Expense has been posted on the property and mailed to the property owners and all interested parties, as required by law. Copies of all relevant notices issued in this matter together with proof of service and posting have been separately filed with the Clerk of the Board and are made a part of the record herein, pursuant to Riverside County Ordinance 725.

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

6/15 B

FROM: County Counsel
Code Enforcement Department

SUBMITTAL DATE:
October 15, 2009

SUBJECT: Statement of Expense [Case Nos. CV 03-1129 & CV 03-1244]
Subject Property: 63490 Ruby Drive, Desert Hot Springs; PEDREZZANO
APN: 664-210-028
District Five

RECOMMENDED MOTION: Move that the Board of Supervisors:

(1) assess the reasonable costs of abatement of a public nuisance (substandard mobile home and accumulated rubbish) in the above-referenced matter to be forty-three thousand, five hundred, eighty dollars and ninety six cents (US $43,580.96);
(2) assess the costs of abatement against the above-described subject property;
(3) authorize the recordation of a notice of abatement lien; and
(4) authorize the abatement costs to be added to the tax roll as a special assessment.

BACKGROUND: Government Code § 25845, Riverside County Ordinance Nos. 457 (RCC Title 15), 541(RCC Chapter 8.120) and 725 (RCC Chapter 1.16) and Section 1618, Article 10, Title 25 of the California Code of Regulations, provide authority for the recovery of abatement costs in public nuisance cases, the recordation of a notice of abatement lien and inclusion of abatement costs on the tax roll as a special assessment upon approval of the Board of Supervisors.

(Continued)

TIFFANY N. NORTH, Deputy County Counsel
for PAMELA J. WALLS, County Counsel

FINANCIAL DATA	Current F.Y. Total Cost:	$ N/A	In Current Year Budget:	N/A
	Current F.Y. Net County Cost:	$ N/A	Budget Adjustment:	N/A
	Annual Net County Cost:	$ N/A	For Fiscal Year:	N/A

SOURCE OF FUNDS:

Positions To Be Deleted Per A-30 ☐
Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION: APPROVE

BY: Tina Grande

County Executive Office Signature

Dep't Recomm.: ☐ Consent ☒ Policy
Per Exec. Ofc.: ☐ Consent ☒ Policy

Departmental Concurrence

Prev. Agn. Ref.: | **District:** 5 | **Agenda Number:** 9.12

Form 11 (Rev 06/2003)

Statement of Expense [Case Nos. CV 03-1129 & CV 03-1244]
Subject Property: 63490 Ruby Drive, Desert Hot Springs; PEDREZZANO
APN: 664-210-028
District Five

On June 6, 2003 and August 21, 2003, the Code Enforcement Department issued Ten-Day Notices of Intent to Abate a substandard mobile home on the subject property, which was deemed to be an imminent hazard. The Board of Supervisors issued an Order to Abate in case number CV 03-1244 on December 2, 2003. On or about August 15, 2006, the substandard mobile home and accumulated rubbish were abated from the subject property by the Riverside County Code Enforcement Department pursuant to a seizure warrant.

The property has a tax default status as of 2004.

The Notice of Hearing re Statement of Expense has been posted on the property and mailed to the property owner and all interested parties, as required by law. Copies of all relevant notices issued in this matter together with proof of service and posting have been separately filed with the Clerk of the Board and are made a part of the record herein, pursuant to Riverside County Ordinance 725.

RESOLUTION NO. 2009-259

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE AMENDING ORDINANCES NO. 722 & 724 OF THE COUNTY OF RIVERSIDE ESTABLISHING FEE SCHEDULES FOR THE DEPARTMENT OF MENTAL HEALTH

WHEREAS, on September 1, 1992 the Board of Supervisors of the County of Riverside adopted Ordinance No. 724, an ordinance of the County of Riverside establishing a fee schedule for the Department of Mental Health for clinical and emergency treatment services; and

WHEREAS, on July 14, 1992 the Board of Supervisors of the County of Riverside adopted Ordinance No. 722 an ordinance of the County of Riverside establishing a fee schedule for the Department of Mental Health for Alcohol, Drug and Public Guardian Programs, and

WHEREAS, said ordinances took effect thirty days from the date of adoption; and

WHEREAS, Section 2 of said ordinances allows that the fee schedule, identified as Exhibit "A" to Ordinance Nos. 722 and 724, may be amended by resolution; and

WHEREAS, the Department of Mental Health of the County of Riverside now finds it necessary and appropriate to amend the fee schedule for Mental Health services; the fee schedule and sliding scale fee schedule for Substance Abuse services.

Now, Therefore,

BE IT RESOLVED AND ORDERED by the Board of Supervisors of the County of Riverside, State of California, in regular session assembled on _____, 2009, that: the fee schedule identified as Exhibit "A" to Ordinance Nos. 722 and 724 are hereby amended by the fee schedule identified as Exhibit "A" of this resolution and that the sliding scale fee schedule identified as Exhibit "B" are amended by this resolution.

FORM APPROVED COUNTY COUNSEL
BY [signature] 11/6/09
CARISA R-MCKENNA DATE

EXHIBIT A

Riverside County Department of Mental Health
Public Guardian

Description	Current Rates	Proposed Rates	Increase/(Decrease)
Conservatorship Administration Services	$413.00/Month	$413.00/Month	No Change
Special Services	$64.00/Hour	$68.00/Hour	$4.00
Warehouse Services	$49.00/Hour	$54.00/Hour	$5.00
Investigative Services	$179.00/Hour	$201.00/Hour	$22.00
Representative Payee Program	N/A	$20.00/Month	$20.00 (New Fee)
Bond Fee	$25.00 plus ¼ of 1% of estates greater than $10,000	$25.00 plus ¼ of 1% of estates greater than $10,000	No Change
Interest Fee on Estate Advances	Riverside County Treasurer Pooled Interest Rate	Riverside County Treasurer Pooled Interest Rate	N/A

EXHIBIT A Riverside County Department of Mental Health Mental Health Administration			
Description	**Current Rates**	**Proposed Rates**	**Increase/(Decrease)**
Patients' Rights Hearing Representation Fees	$56.00/Hour	$56.00/Hour	No Change
LPS Facility Designation Fee	$1,918.00/Facility	$1,955.00/Facility	$37.00

EXHIBIT A

Riverside County Department of Mental Health
Mental Health Treatment

Description	Current Rates	Proposed Rates	Increase/(Decrease)
Local Hospital (Professional Component-Physicians)	$173.00/Day	$182.00/Day	$9.00
Socialization Services	$35.00/Day	$35.00/Day	No Change
Day Care Intensive – Full Day	$187.00/Day	$210.00/Day	$23.00
Day Care Intensive – Half Day	$174.00/Day	$174.00/Day	No Change
Day Care Rehabilitative -Full Day	$117.00/Day	$131.00/Day	$14.00
Crisis Stabilization – Urgent Care	$258.00/Hour	$258.00/Hour	No Change
Crisis Stabilization – (Professional Component-Physicians)	$43.00/Hour	$43.00/Hour	No Change
Assessment, Individual	$2.59/Minute	$2.59/Minute	No Change
Assessment, Group	$2.59/Minute	$2.59/Minute	No Change
Psychological Testing	$2.59/Minute	$2.59/Minute	No Change
Clinical Evaluation	$2.59/Minute	$2.59/Minute	No Change
Rehabilitative Services	$2.59/Minute	$2.59/Minute	No Change
Psychological Consultation	$2.59/Minute	$2.59/Minute	No Change
Crisis Intervention	$3.94/Minute	$3.94/Minute	No Change
Collateral Services	$2.59/Minute	$2.59/Minute	No Change
Non-Family Collateral Services	$2.59/Minute	$2.59/Minute	No Change
Individual Therapy	$2.59/Minute	$2.59/Minute	No Change
Medications, Therapeutic	$6.00/Minute	$6.00/Minute	No Change
Medications, M.D.	$6.00/Minute	$6.00/Minute	No Change
Group Therapy	$2.59/Minute	$2.59/Minute	No Change
Case Management/Brokerage	$2.62/Minute	$2.62/Minute	No Change
MAB Training	$88.00/Session	$99.00/Session	$11.00

EXHIBIT A

Riverside County Department of Mental Health
Substance Abuse

Description	Current Rates	Proposed Rates	Increase/(Decrease)
Day Care Habilitative (DCH)	$105.00/Day	$105.00/Day	No Change
Individual Counseling - ODF (Planning, Intervention)	$168.00/Contact	$185.00/Contact	$17.00
Individual Counseling - Perinatal	$166.00/Contact	$184.00/Contact	$18.00
Group Counseling – ODF	$53.00/Contact	$58.00/Contact	$5.00
Group Counseling – Perinatal	$67.00/Contact	$74.00/Contact	$7.00
First Offender – DDP	$93.00/Contact	$93.00/Contact	No Change
Second Offender – DDP	$163.00/Contact	$163.00/Contact	No Change
Monitoring Fee – PC 1000/DDP	$5.00/Contact	$5.00/Contact	No Change
Restructuring/Reinstatement - DDP	$148.00/Contact	$148.00/Contact	No Change
First Offender Screening Fee – DDP AB 1916	$152.00/Contact	$152.00/Contact	No Change
Wet Reckless Screening Fee SB1176 – DDP	$146.00/Contact	$146.00/Contact	No Change
Assessment Fee AB1916 - DDP	$100.00/Contact	$100.00/Contact	No Change
Case Management	$116.00/Hour	$116.00/Hour	No Change

Exhibit B

Riverside County Department of Mental Health
Outpatient Drug Free Program Sliding Scale Fee Schedule
Substance Abuse Program

Monthly Adjusted Gross Income	Persons Dependent on Income Monthly Fee									
	1	2	3	4	5	6	7	8	9	10<
$0-100	0	0	0	0	0	0	0	0	0	0
$101-150	11	10	9	8	7	6	6	5	5	4
$151-250	20	18	16	15	13	12	11	10	9	8
$251-350	33	30	27	24	22	20	18	16	14	13
$351-450	46	42	38	34	30	27	25	22	20	18
$451-550	60	54	48	43	39	35	32	28	26	23
$551-650	73	65	59	53	48	43	39	35	31	28
$651-750	86	77	70	63	56	51	46	41	37	33
$751-850	99	89	80	72	65	59	53	47	43	38
$851-950	112	101	91	82	74	66	60	54	48	44
$951-1050	126	113	102	92	82	74	67	60	54	49
$1051-1150	166	150	135	121	109	98	88	80	72	64
$1151-1250	228	205	185	166	150	135	121	109	98	88
$1251-1350	248	223	201	181	163	146	132	118	107	96
$1351-1450	267	241	217	195	176	158	142	128	115	104
$1451-1550	287	259	233	209	188	170	153	137	124	111
$1551-1650	409	369	332	298	269	242	218	196	176	159
$1651-1750	436	392	353	318	286	257	232	208	188	169
$1751-1850	462	416	374	337	303	273	246	221	199	179
$1851-1950	489	440	396	356	321	289	260	234	210	189
$1951-2050	541	487	438	394	355	319	287	259	233	210
$2051-2150	596	536	482	434	391	352	317	285	256	231
$2151-2250	653	588	529	476	428	386	347	312	281	253
$2251-2350	713	642	578	520	468	421	379	341	307	276
$2351-2450	776	698	628	566	509	458	412	371	334	301
$2451-2550	841	757	681	613	552	497	447	402	362	326
$2551-2650	909	818	736	663	597	537	483	435	391	352
$2651-2750	980	882	794	714	643	579	521	469	422	380
$2751-2850	1,053	948	853	768	691	622	560	504	453	408
$2851-2950	1,129	1,016	914	823	741	667	600	540	486	437
$2951-above	1,875	1,688	1,519	1,367	1,230	1,107	996	897	807	726

343

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

FROM: Department of Mental Health

SUBMITTAL DATE: September 9, 2009

SUBJECT: Fiscal Year 2009/2010 Amended Rates for the Department of Mental Health

RECOMMENDED MOTION: Move that the Board of Supervisors:

1. Introduce and set for Public Hearing, Resolution No. 2009 - 259 amending Ordinance Nos. 722 and 724, Fee Schedules for the Department of Mental Health;
2. Upon the close of the Public Hearing, adopt Resolution No. 2009 - 259 amending Ordinance Nos. 722 and 724.

BACKGROUND: In accordance with the Board of Supervisors' policy number B-4, County Departments may evaluate existing rates for services on an annual basis, and make recommendations for changes. The Riverside County Department of Mental Health (DOMH) last updated their service rates through a Board of Supervisors action on September 2, 2008, Agenda Item #9.11. The DOMH has reviewed the impact of the cost of providing services relative to the rate structure, and is proposing a rate change to certain services provided in various programs within the DOMH.

(Continued on page 2)

JW:AA

Jerry Wengerd, Director
Department of Mental Health

FINANCIAL DATA				
	Current F.Y. Total Cost:	N/A	In Current Year Budget:	
	Current F.Y. Net County Cost:	$ 0	Budget Adjustment:	
	Annual Net County Cost:	$ 0	For Fiscal Year:	2009/2010

SOURCE OF FUNDS:

Positions To Be Deleted Per A-30 ☐

Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION: APPROVE

County Executive Office Signature

BY: Debra Cournoyer

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Buster, seconded by Supervisor Ashley and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended and is set for public hearing on Tuesday, October 27, 2009 at 9:30 a.m.

Ayes: Buster, Tavaglione, Stone and Ashley
Nays: None
Absent: None
Date: September 29, 2009
xc: Mental Health, Auditor, COB

Kecia Harper-Ihem
Clerk of the Board
By: Deputy

Prev. Agn. Ref.: 9/2/08 9.11 | **District:** All | **Agenda Number:** 3.42

ROBERT E. BYRD, AUDITOR-CONTROLLER
By: Russell Dominiski 9/16/09
Departmental Concurrence

FORM APPROVED COUNTY COUNSEL
BY: HARISA R. MCKENNA 9/16/09
DATE

☒ Policy ☐ Consent
☒ Policy ☐ Consent
Dep't Recomm.:
Per Exec. Ofc.:

SUBJECT: Fiscal Year 2009/2010 Amended Rates for the Department of Mental Health

BACKGROUND: (Continued)

The proposed rates are based on the DOMH's FY 07/08 actual cost data and projected cost increases for the upcoming fiscal year; and will ensure maximum reimbursement for the costs of services provided.

The establishment of the proposed rates will not prohibit any citizen of Riverside County from receiving services rendered by the DOMH because the department is mandated to utilize a sliding scale to determine a patient's ability to pay. The sliding scales established by the State and County ensure that the assessment of a fee to a patient corresponds with their ability to pay, and eliminates unnecessary collection efforts for patients who are unable to pay the established Board approved rate for services received. The sliding scales take into consideration family income and number of dependents in determining a client's ability to pay.

Therefore, the DOMH is requesting that the Board of Supervisors approve to set a Public Hearing in order to amend the rate schedule as outlined in Exhibit "A" and the sliding scale as outlined in Exhibit "B"; and adopt Resolution No. 2009 - 259 at the conclusion of the Public Hearing, that will amend Ordinance Nos. 722 and 724.

FINANCIAL DATA:

The proposed rates in Exhibit "A" and Exhibit "B" have been reviewed and approved by the County Auditor/Controller. When approved by the Board of Supervisors, the rate adjustments will result in revenue to the DOMH of approximately $110,482 annually. No budget adjustment is requested at this time, and no additional county costs are required.

SUBMITTAL TO THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

602B

FROM: General Manager-Chief Engineer

SUBMITTAL DATE: October 27, 2009

SUBJECT: Quarterly Disclosure Report on Investment Portfolio (July thru September 2009)

FISCAL PROCEDURES APPROVED
IVAN M. CHAND, FINANCE DIRECTOR
BY: Jeanne Ley-Hawkins
Departmental Concurrence
JEANNE LEY-HAWKINS

RECOMMENDED MOTION:

That the Board of Supervisors receive the attached *Quarterly Disclosure Report on Investment Portfolio* as of September 2009 and file with the Clerk of the Board.

BACKGROUND:

On September 12, 1995, the Riverside County Board of Supervisors approved an Investment Policy for all funds held in trust outside the County Treasury including funds managed by a fiscal agent on behalf of the Riverside County Flood Control and Water Conservation District.

On March 18, 1996, the Board approved Policy B-19, *Land Secured Investment Policy* which, in accordance with Government Code Section 53646, provided for quarterly disclosure reports on the Investment Portfolio to be brought before the Board in public session and to be filed with the Clerk of the Board.

SJ:mc

Mark H. Wills

MARK H. WILLS
Chief of Regulatory Division

FINANCIAL DATA				
	Current F.Y. District Cost:	N/A	In Current Year Budget:	N/A
	Current F.Y. County Cost:	N/A	Budget Adjustment:	N/A
	Annual Net District Cost:	N/A	For Fiscal Year:	N/A

SOURCE OF FUNDS: N/A

Positions To Be Deleted Per A-30 ☐

Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION: APPROVE

BY: Alex Gann
Alex Gann

County Executive Office Signature

Dep't Recomm.: ☐ Consent ☐ Policy
Per Exec. Ofc.: ☒ Consent ☐ Policy

Prev. Agn. Ref.: | **District:** All | **Agenda Number:** 11.1

Riverside County Flood Control and Water Conservation District
Disclosure Report on Investment Portfolio

Purpose: the Riverside County Flood Control District will provide the following report monthly to members of its Board of Supervisors, County Executive Officer and the County Investment Oversight Committee. The report is placed on the District's Board Agenda quarterly and is available to any member of the public interested in the information.

The report will consider three essential areas involving District management of the portfolio; namely (1) the preservation of principal in the funds invested, the cost (i.e., book value) vs. the current market value of the securities in the portfolio, (2) the liquidity position of the portfolio, and (3) the current yield on the portfolio as of the report date.

Portfolio: The following is the composition of the portfolio ranked in accordance with the perceived market risk of the securities within the portfolio reported by the District's representative fiscal agent (US Bank Corporate Trust) as of September 30, 2009.

Risk	Type	Cost	Market	%
1.2	First American Treas Oblig	$2,083,082.80	$2,083,082.80	100.00%
	Totals	$2,083,082.80	$2,083,082.80	100.00%
	Paper (Loss)/Gain*		$0.00	

- Fiscal Year to Date Interest Earnings is $ 0.00.

Footnotes:
Generally, the level of risk takes into account two major components; the default or credit risk and the market risk associated with the probability that the security will be affected by market changes in short-term interest rates. Risk ranking has been assigned with 1.0 being the lowest level of risk and 2.0 being the highest.

1.0 U.S. and Federal Agency Securities directly backed by the United States Treasury are considered the safest.
1.1 Next in order of safety are those Federal Agency securities that have an implied guarantee of the United States Treasury.
1.2 The third category is those securities that have some form of government collateral backing (i.e. Investment Agreements, Repurchase Agreements and Money Market Funds).
1.3 The fourth category evaluates the credit worthiness, capitalization and the time duration of the investment.
1.4 The fifth category constitutes those that have state and local government collateral backing.

As of September 30, 2009 the liquidity position of the portfolio was:		
Maturities less than 1 Year	$2,083,082.80	100.00%

I certify the above information is true and correct as of the date of this report.

Jeannie Ley-Hawkins
for IVAN M. CHAND, Finance Director

Riverside County Flood Control and Water Conservation District
Statement of Investments as of 9/30/09
Elsinore Valley Benefit Assessment District, Zone 3

ACCOUNT NAME	PAR VALUE # OF SHARES	SECURITY PURCHASED	SETTLEMENT DATE	MATURITY DATE	COUPON RATE	YIELD TO MATURITY	INVESTMENT VALUE	MARKET VALUE	RISK LEVEL	PRICE/ COMMENTS
95417380	$993,097.06	First American Treas Oblig CL Y				0.0%	$993,097.06	$993,097.06	1.2	S&P /Moody's/Fitch - AAA Rated Money Market Fund Backed By US Treasury Bills
Subtotal	$993,097.06						$993,097.06	$993,097.06		
95417381	$16,574.49	First American Treas Oblig CL Y				0.0%	$16,574.49	$16,574.49	1.2	S&P /Moody's/Fitch - AAA Rated Money Market Fund Backed By US Treasury Bills
Subtotal	$16,574.49						$16,574.49	$16,574.49		
95417386	$457,200.00	First American Treas Oblig CL Y				0.0%	$457,200.00	$457,200.00	1.2	S&P /Moody's/Fitch - AAA Rated Money Market Fund Backed By US Treasury Bills
Subtotal	$457,200.00						$457,200.00	$457,200.00		
95417387	$616,211.25	First American Treas Oblig CL Y				0.0%	$616,211.25	$616,211.25	1.2	S&P /Moody's/Fitch - AAA Rated Money Market Fund Backed By US Treasury Bills
Subtotal	$616,211.25						$616,211.25	$616,211.25		
95417382	$0.00	Uninvested Cash				0.0%	$0.00	$0.00	0	Uninvested Cash
Subtotal	$0.00						$0.00	$0.00		
95417383	$0.00	Uninvested Cash				0.0%	$0.00	$0.00	0	Uninvested Cash
Subtotal	$0.00						$0.00	$0.00		
TOTAL	**$2,083,082.80**						$2,083,082.80	$2,083,082.80		

SUBMITTAL TO THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

603B

FROM: General Manager-Chief Engineer

SUBMITTAL DATE: October 27, 2009

SUBJECT: Paloma Wash Channel, Stages 2 and 3
Paloma Wash – Haun Road Storm Drain Laterals
Project Nos. 4-0-00111-02, 4-0-00111-03 and 4-0-00097
Parcel Map 34275 (Menifee)
Cooperative Agreement

RECOMMENDED MOTION:
Approve the Cooperative Agreement between the District, the City of Menifee and Stark Menifee Land LLC, Donahue Schriber Realty Group, L.P. and Donahue Schriber Asset Management Corporation (Developers); and authorize the Chairman to execute the Agreement documents on behalf of the District.

BACKGROUND:
The Agreement sets forth the terms and conditions by which certain flood control facilities, required as a condition for approval of Parcel Map 34275, are to be constructed by the Developers and inspected, operated and maintained by the District and City. The Agreement is necessary to formalize the transfer

Continued on Page 2

JPS:blj

Stuart E. McKibbin

STUART E. MCKIBBIN
Chief of Planning Division

FORM APPROVED COUNTY COUNSEL
BY: NEAL R. KIPNIS DATE

FINANCIAL DATA				
	Current F.Y. District Cost:	N/A	In Current Year Budget:	N/A
	Current F.Y. County Cost:	N/A	Budget Adjustment:	N/A
	Annual Net District Cost:	N/A	For Fiscal Year:	N/A

SOURCE OF FUNDS: N/A

Positions To Be Deleted Per A-30 ☐

Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION: APPROVE

BY: Alex Gann
Alex Gann

County Executive Office Signature

Dep't Recomm.: ☐ Policy ☐ Consent
Per Exec. Ofc.: ☒ Policy ☐ Consent

Prev. Agn. Ref.: | **District:** 3rd | **Agenda Number:** 11.2

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD SUBMITTAL
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

SUBJECT: Paloma Wash Channel, Stages 2 and 3
Paloma Wash – Haun Road Storm Drain Laterals
Project Nos. 4-0-00111-02, 4-0-00111-03 and 4-0-00097
Parcel Map 34275 (Menifee)
Cooperative Agreement

SUBMITTAL DATE: October 27, 2009
Page 2

BACKGROUND (continued):

of necessary rights of way and to provide for District construction inspection of the referenced facilities associated with Parcel Map 34275.

Upon completion of the facilities' construction, the District will assume ownership, operation and maintenance of the flood control facilities. The City will assume ownership, operation and maintenance of the facilities' associated catch basins, laterals and connector pipes located within its rights of way. The City will also assume operation and maintenance of the appurtenant recreational facilities.

County Counsel has approved the Agreement as to legal form and both the City and the Developers have executed the Agreement.

The Developers are funding all construction and construction inspection costs. Future operation and maintenance costs will accrue to the District.

JPS:blj

COOPERATIVE AGREEMENT
Paloma Wash Channel, Stages 2 and 3
Paloma Wash – Haun Road Storm Drain Laterals
(Project Nos. 4-0-00111-02, 4-0-00111-03 and 4-0-00097)
(Parcel Map 34275)

The RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, hereinafter called "DISTRICT", the CITY OF MENIFEE, hereinafter called "CITY", STARK MENIFEE LAND LLC, a Wisconsin limited liability company, hereinafter called "STARK", DONAHUE SCHRIBER REALTY GROUP, L.P., a Delaware limited partnership, hereinafter called "DS REALTY", and DONAHUE SCHRIBER ASSET MANAGEMENT CORPORATION, a Delaware corporation, hereinafter called "DS ASSET", hereby agree as follows:

RECITALS

A. STARK, DS REALTY and DS ASSET are hereinafter collectively ref to as "DEVELOPERS". DEVELOPERS have submitted for approval Parcel Map 34275 i City of Menifee and as a condition for approval DEVELOPERS must construct certain f control facilities in order to provide flood protection and drainage for DEVELOPERS' planned development; and

B. The required flood control facilities include construction of (i) approximately 5,300 lineal feet of vegetated trapezoidal channel, hereinafter called "STAGE 2 CHANNEL", as shown in concept in red on Exhibit "A" attached hereto and made a part hereof, (ii) approximately 600 lineal feet of vegetated trapezoidal channel and approximately 290 lineal feet of rip-rapped trapezoidal channel, together hereinafter called "STAGE 3 CHANNEL", as shown in concept in purple on Exhibit "A", (iii) approximately 505 lineal feet of four-cell reinforced concrete box culvert and associated inlet, hereinafter called "CHANNEL BOX", as shown in concept in yellow on Exhibit "A", and (iv) storm drain laterals which connect to

STAGE 2 CHANNEL, consisting of either underground storm drains greater than thirty-six inches (36") in diameter or of reinforced concrete boxes, located within DISTRICT or CITY held easements or rights of way, hereinafter called "LATERALS", as shown in concept in green on Exhibit "A". Together, STAGE 2 CHANNEL, STAGE 3 CHANNEL, CHANNEL BOX and LATERALS are hereinafter called "DISTRICT DRAINAGE FACILITIES". At its downstream terminus, STAGE 3 CHANNEL connects to CHANNEL BOX, which then connects to STAGE 2 CHANNEL, which then connects to DISTRICT'S existing Paloma Wash Channel, as shown in District Drawing No. 4-434; and

C. Associated with the construction of STAGE 2 CHANNEL is the construction of (i) a box or arch culvert at the intersection of STAGE 2 CHANNEL with La Piedra Road, hereinafter called "LA PIEDRA CULVERT", as shown in blue on Exhibit "A", and (ii) the expansion and extension of an existing box culvert at the intersection of Newport Road and STAGE 2 CHANNEL, hereinafter called "NEWPORT CULVERT", as shown in concept in orange on Exhibit "A". Together, LA PIEDRA CULVERT and NEWPORT CULVERT are hereinafter called "ROAD CULVERTS". In accordance with the existing Memorandum of Understanding between CITY and DISTRICT, CITY is willing to accept ownership and maintenance responsibility for the structural integrity of ROAD CULVERTS and DISTRICT is willing to accept maintenance responsibility for keeping ROAD CULVERTS free and clear of sediment and debris; and

D. Also associated with the construction of STAGE 2 CHANNEL is the construction of certain catch basins, laterals and connector pipes located within both DISTRICT and CITY held easements or rights of way, hereinafter called "APPURTENANCES". Also associated with the construction of STAGE 3 CHANNEL is the construction of certain catch basins, laterals and connector pipes located within both STAGE 3 CHANNEL right of way and

CITY held easements or rights of way, hereinafter also included among "APPURTENANCES". Those APPURTENANCES located within either STAGE 2 CHANNEL or STAGE 3 CHANNEL rights of way are included among DISTRICT DRAINAGE FACILITIES. Together, ROAD CULVERTS and APPURTENANCES located within CITY held easements or rights of way are hereinafter called "CITY DRAINAGE FACILITIES". Together, DISTRICT DRAINAGE FACILITIES and CITY DRAINAGE FACILITIES are hereinafter called "PROJECT"; and

E. Construction of PROJECT has commenced prior to execution of this Agreement pursuant to the terms of two, separate Right of Entry and Inspection Agreements. The first such agreement, hereinafter called "STAGE 2 INSPECTION AGREEMENT", was executed January 2, 2008, between DISTRICT, DS REALTY, DS ASSET and SR STRUCTURED LOT OPTIONS I LLC, a Delaware limited liability company and predecessor in interest to STARK. The second such agreement, hereinafter called "STAGE 3 INSPECTION AGREEMENT", was executed April 23, 2008, between DISTRICT, DS REALTY, DS ASSET and SR STRUCTURED LOT OPTIONS I LLC; and

F. CITY was not officially established until October 1, 2008. Prior to that date, certain responsibilities that would have been performed by CITY, had CITY been in existence, were performed by either the COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT, hereinafter called "TRANSPORTATION", or the COUNTY OF RIVERSIDE ECONOMIC DEVELOPMENT AGENCY, through its County Service Area No. 145, hereinafter called "CSA 145"; and

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

Therefore, DISTRICT must review and approve DEVELOPERS' plans and specifications and subsequently inspect the construction of DISTRICT DRAINAGE FACILITIES; and

H. DEVELOPERS and DISTRICT desire CITY to accept ownership and responsibility for the operation and maintenance of CITY DRAINAGE FACILITIES. Therefore, TRANSPORTATION, acting prior to establishment of CITY, must review and approve DEVELOPERS' plans and specifications and subsequently inspect the construction of APPURTENANCES; and

I. DEVELOPERS wish to construct STAGE 2 CHANNEL as a "green-belt" facility that will accommodate passive public recreation activities within DISTRICT'S future STAGE 2 CHANNEL right of way. DISTRICT is willing to allow public access and use of said right of way for non-motorized recreation purposes provided CITY is willing to (i) accept certain maintenance responsibilities within DISTRICT'S STAGE 2 CHANNEL right of way as set forth herein, and (ii) indemnify and hold DISTRICT harmless from any claims arising from public's use of DISTRICT'S future STAGE 2 CHANNEL right of way; and

J. DEVELOPERS and DISTRICT desire CITY to accept responsibility for performing "routine" day to day maintenance activities within STAGE 2 CHANNEL right of way. Therefore CSA 145, acting prior to establishment of CITY, must review and approve DEVELOPERS' plans and specifications for STAGE 2 CHANNEL; and

K. DISTRICT is willing to (i) review and approve DEVELOPERS' plans and specifications for PROJECT, (ii) inspect the construction of DISTRICT DRAINAGE FACILITIES, (iii) accept ownership and responsibility for the operation and maintenance of DISTRICT DRAINAGE FACILITIES, (iv) accept responsibility for keeping ROAD CULVERTS free and clear of sediment and debris, and (v) grant CITY the right to inspect, operate and maintain those portions of ROAD CULVERTS located within DISTRICT'S

STAGE 2 CHANNEL right of way, provided DEVELOPERS (i) comply with this Agreement, (ii) pay DISTRICT the amounts specified herein to cover DISTRICT'S plan review and construction inspection costs, (iii) construct PROJECT in accordance with plans and specifications approved by DISTRICT and CITY and/or TRANSPORTATION and CSA 145, acting prior to establishment of CITY, (iv) obtain all necessary permits, regulatory permits, licenses and rights of entry as set forth herein, (v) accept 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 DRAINAGE FACILITIES, CITY accepts ownership and responsibility for the operation and maintenance of CITY DRAINAGE FACILITIES and CITY also accepts responsibility for routine day to day maintenance of STAGE 2 CHANNEL and for maintenance of any recreational amenities located within DISTRICT'S STAGE 2 CHANNEL right of way, and (vi) obtain and convey to DISTRICT the necessary rights of way for the inspection, operation and maintenance of DISTRICT DRAINAGE FACILITIES as set forth herein; and

L. DISTRICT is further willing to accept responsibility for keeping ROAD CULVERTS free and clear of sediment and debris provided CITY accepts responsibility for the ownership and structural integrity of ROAD CULVERTS; and

M. CITY is willing to (i) review and approve plans and specifications prepared by DEVELOPERS for PROJECT, or accept plans and specifications previously reviewed and approved by TRANSPORTATION acting prior to establishment of CITY, (ii) inspect the construction of CITY DRAINAGE FACILITIES, or accept TRANSPORTATION'S inspection thereof acting prior to the establishment of CITY as though performed by CITY, (iii) consent to TRANSPORTATION'S acceptance and holding of faithful performance and payment bonds submitted by DEVELOPERS for PROJECT, (iv) grant DISTRICT the right to inspect, operate

and maintain DISTRICT DRAINAGE FACILITIES within CITY rights of way, (v) grant DISTRICT the necessary rights to remove sediment and debris from ROAD CULVERTS, (vi) consent to the recordation and conveyance of Irrevocable Offer(s) of Dedication furnished by DEVELOPERS as provided herein, and (vii) accept ownership and responsibility for the operation and maintenance of CITY DRAINAGE FACILITIES, provided PROJECT is constructed in accordance with plans and specifications approved by DISTRICT and CITY, and/or TRANSPORTATION and CSA 145 acting prior to establishment of CITY; and

N. CITY is willing to (i) review and approve DEVELOPERS plans and specifications for STAGE 2 CHANNEL, or accept plans and specifications previously reviewed and approved by CSA 145 acting prior to establishment of CITY, (ii) accept responsibility for the performance of routine maintenance of STAGE 2 CHANNEL, (iii) accept sole responsibility for the operation and maintenance of STAGE 2 CHANNEL'S public access and recreational amenities provided STAGE 2 CHANNEL is constructed in accordance with plans and specifications approved by DISTRICT and CITY, and/or TRANSPORTATION and CSA 145 acting prior to establishment of CITY, and (iv) indemnify and hold DISTRICT harmless from any claims arising from public's use of the proposed STAGE 2 CHANNEL right of way as set forth herein.

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

SECTION I

DEVELOPERS shall:

1. Prepare PROJECT plans and specifications, as shown on District Drawing Nos. 4-967, 4-973 and 4-983, hereinafter called "IMPROVEMENT PLANS", in accordance with DISTRICT and CITY, and/or TRANSPORTATION and CSA 145 acting prior to establishment of CITY, standards, and submit to DISTRICT and CITY, and/or

TRANSPORTATION and CSA 145 acting prior to establishment of CITY, for their review and approval.

2. Continue to pay DISTRICT, within thirty (30) 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 the review of IMPROVEMENT PLANS, review and approval of right of way and conveyance documents, and with the processing and administration of this Agreement.

3. Deposit with DISTRICT (Attention: Business Office – Accounts Receivable), at the time of providing written notice to DISTRICT of the start of DISTRICT DRAINAGE FACILITIES construction as set forth in Section I.8. herein, the estimated cost of providing construction inspection for DISTRICT DRAINAGE FACILITIES, in an amount as determined and approved by DISTRICT in accordance with Ordinance Nos. 671 and 749 of the County of Riverside, including any amendments thereto, based upon the bonded value of DISTRICT DRAINAGE FACILITIES.

4. [This Section Intentionally Left Blank.]

5. Secure, at their sole cost and expense, all necessary licenses, agreements, permits and rights of entry as may be needed for the construction, inspection, operation and maintenance of DISTRICT DRAINAGE FACILITIES. DEVELOPERS shall furnish DISTRICT, at the time of providing written notice to DISTRICT of the start of construction as set forth in Section I.8., with sufficient evidence of DEVELOPERS having secured such necessary licenses, agreements, permits and rights of entry, as determined and approved by DISTRICT.

6. Furnish DISTRICT with copies of all permits, approvals or agreements required by any Federal or State resource and/or regulatory agency for the construction,

operation and maintenance of DISTRICT DRAINAGE FACILITIES. 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 Game and State Water Resources Control Board.

7. Provide TRANSPORTATION, acting prior to establishment of CITY, at the time of providing written notice to DISTRICT of the start of construction as set forth in Section I.8., with faithful performance and payment bonds, each in the amount of 100% of the estimated cost for construction of DISTRICT DRAINAGE FACILITIES as determined by DISTRICT. The surety, amount and form of the bonds shall be subject to the approval of DISTRICT and TRANSPORTATION, acting prior to establishment of CITY. The bonds shall remain in full force and effect until DISTRICT DRAINAGE FACILITIES are accepted by DISTRICT as complete; at which time the bond amount may be reduced to 10% for a period of one year to guarantee against any defective work, labor or materials.

8. Notify DISTRICT in writing (Attention: Administrative Services Section), at least twenty (20) days prior to the start of construction of DISTRICT DRAINAGE FACILITIES. Construction shall not begin on any element of DISTRICT DRAINAGE FACILITIES, for any reason whatsoever, until DISTRICT has issued to DEVELOPERS a written Notice to Proceed authorizing DEVELOPERS to commence construction of DISTRICT DRAINAGE FACILITIES.

9. Grant DISTRICT, by execution of this Agreement, the right to enter upon DEVELOPERS' property where necessary and convenient for the purpose of gaining access to, and performing inspection service for, the construction of DISTRICT DRAINAGE FACILITIES as set forth herein.

10. Obtain and provide DISTRICT, at the time of providing written notice to DISTRICT of the start of construction of DISTRICT DRAINAGE FACILITIES as set forth in Section I.8., with duly executed Irrevocable Offers(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 DRAINAGE FACILITIES, as shown in concept cross-hatched in blue, green, purple or red on Exhibit "B" attached hereto and made a part hereof. 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).

11. Furnish DISTRICT, when submitting the Irrevocable Offer(s) of Dedication as set forth in Section I.10., with Preliminary Reports on Title dated not more than thirty (30) days prior to date of submission of all the property described in the Irrevocable Offer(s) of Dedication.

12. Furnish DISTRICT, at the time of providing written notice to DISTRICT of the start of construction as set forth in Section I.8., with a complete list of all contractors and subcontractors to be performing work on DISTRICT DRAINAGE FACILITIES, including the corresponding license number and license classification of each. At such time, DEVELOPERS shall further identify in writing their designated superintendent for DISTRICT DRAINAGE FACILITIES construction.

13. Furnish DISTRICT, at the time of providing written notice to DISTRICT of the start of construction as set forth in Section I.8., a construction schedule which shall show the order and dates in which the DEVELOPERS or DEVELOPERS' contractor proposes to carry on the various parts of work, including estimated start and completion dates. As construction of

DISTRICT DRAINAGE FACILITIES progresses, DEVELOPERS shall update said construction schedule as requested by DISTRICT.

14. Furnish DISTRICT with final mylar IMPROVEMENT PLANS and assign their ownership to DISTRICT at the time DISTRICT approves and signs said final mylar IMPROVEMENT PLANS, and prior to the start of DISTRICT DRAINAGE FACILITIES construction.

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

16. Comply with all Cal/OSHA safety regulations including regulations concerning confined space and maintain a safe working environment for DEVELOPERS and DISTRICT employees on the site.

17. Furnish DISTRICT, at the time of providing written notice to DISTRICT of the start of construction as set forth in Section I.8., a confined space entry procedure specific to DISTRICT DRAINAGE FACILITIES. 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.

18. During the construction period of DISTRICT DRAINAGE FACILITIES, provide Workers' Compensation Insurance in an amount required by law. A certificate of said insurance policy shall be provided to DISTRICT and CITY, and/or TRANSPORTATION and CSA 145 acting prior to establishment of CITY, at the time of providing written notice pursuant to Section I.8.

19. Commencing on the date notice is given pursuant to Section I.8. and continuing until DISTRICT accepts DISTRICT DRAINAGE FACILITIES for operation and maintenance:

(a) Provide and maintain or cause their contractor(s) to provide and maintain comprehensive liability insurance coverage which shall protect DEVELOPERS from claim from damages for personal injury, including accidental and wrongful death, as well as from claims for property damage which may arise from DEVELOPERS' construction of PROJECT or the performance of their obligations hereunder, whether such construction or performance be by DEVELOPERS, by any of their contractors, subcontractors, or by anyone employed directly or indirectly by any of them. Such insurance shall name DISTRICT, the County of Riverside and CITY as additional insureds with respect to this Agreement and the obligations of DEVELOPERS hereunder. Such insurance shall provide for limits of not less than two million dollars ($2,000,000) per occurrence.

(b) Cause their insurance carrier(s) or their contractor's insurance carrier(s), who shall be authorized by the California Department of Insurance to transact the business of insurance in the State of California, to furnish DISTRICT and CITY, and/or TRANSPORTATION and CSA 145 acting prior to establishment of CITY, at the time of providing written notice to DISTRICT of the start of construction as set forth in Section I.8., with certificate(s) of

insurance and applicable policy endorsements showing that such insurance is in full force and effect and that DISTRICT, the County of Riverside and CITY are named as additional insureds with respect to this Agreement and the obligations of DEVELOPERS hereunder. Further, said certificate(s) shall state that the issuing company shall give DISTRICT and CITY, and/or TRANSPORTATION and CSA 145 acting prior to establishment of CITY, sixty (60) days written notice in the event of any cancellation, termination, non-renewal or reduction in coverage of the policies evidenced by the certificate(s). In the event of any such cancellation, termination, non-renewal or reduction in coverage, DEVELOPERS shall, forthwith, secure replacement insurance meeting the provisions of this paragraph.

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 proceed to perform the remaining work pursuant to Section V.3.

20. Construct, or cause to be constructed, PROJECT at DEVELOPERS' sole cost and expense in accordance with DISTRICT and CITY, and/or TRANSPORTATION and CSA 145 acting prior to establishment of CITY, approved IMPROVEMENT PLANS.

21. Within two (2) weeks of completing PROJECT construction, provide DISTRICT with written notice (Attention: Contract Administration Section) that PROJECT construction is substantially complete and requesting that DISTRICT conduct a final inspection of DISTRICT DRAINAGE FACILITIES.

22. Upon completion of PROJECT construction, and upon acceptance by CITY of all street rights of way deemed necessary by DISTRICT and CITY for the operation and maintenance of PROJECT, but prior to DISTRICT acceptance of DISTRICT DRAINAGE FACILITIES for ownership, operation and maintenance, convey or cause to be conveyed to DISTRICT (i) flood control easement(s), including ingress and egress, in a form approved by DISTRICT, for the rights of way as shown in concept cross-hatched in green and in red on Exhibit "B", (ii) ingress and egress easement(s), in a form approved by DISTRICT, for the rights of way as shown in concept cross-hatched in purple on Exhibit "B", and (iii) fee simple title, in a form approved by DISTRICT, for the rights of way as shown in concept cross-hatched in blue on Exhibit "B".

23. At the time of recordation of the conveyance document(s) as set forth in Sections I.22.(i) and I.22.(ii), furnish DISTRICT with policies of title insurance, each in the amount of not less than fifty percent (50%) of the estimated fee value, as determined by DISTRICT, for each easement parcel to be conveyed to DISTRICT, guaranteeing DISTRICT'S interest in said property as being free and clear of all liens, encumbrances, assessments, easements, taxes and leases (recorded or unrecorded), except those which, in the sole discretion of DISTRICT, are deemed acceptable.

24. At the time of recordation of the conveyance document(s) as set forth in Section I.22.(iii), furnish DISTRICT with policies of title insurance, each in the amount of not less than one hundred percent (100%) of the estimated fee value, as determined by DISTRICT, for each fee parcel to be conveyed to DISTRICT, guaranteeing DISTRICT'S interest in said property as being free and clear of all liens, encumbrances, assessments, easements, taxes and leases (recorded or unrecorded), except those which, in the sole discretion of DISTRICT, are deemed acceptable.

25. Accept ownership and sole responsibility for the operation and maintenance of PROJECT until such time as (i) DISTRICT accepts ownership and responsibility for operation and maintenance of DISTRICT DRAINAGE FACILITIES, and (ii) CITY accepts ownership and responsibility for operation and maintenance of CITY DRAINAGE FACILITIES and also accepts responsibility for the operation and maintenance of STAGE 2 CHANNEL'S public access and recreational amenities. Further, it is mutually understood by the parties hereto that prior to DISTRICT acceptance of ownership and responsibility for the operation and maintenance of DISTRICT DRAINAGE FACILITIES, PROJECT shall be in a satisfactorily maintained condition as solely determined by DISTRICT.

26. Pay, if suit is brought upon this Agreement or any bond guaranteeing the completion of DISTRICT DRAINAGE FACILITIES, 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.

27. Upon completion of construction of PROJECT, but prior to DISTRICT acceptance of DISTRICT DRAINAGE FACILITIES for ownership, operation and maintenance, DEVELOPERS' civil engineer of record or construction civil engineer of record, duly registered in the State of California, shall provide DISTRICT a redlined "as-built" copy of IMPROVEMENT PLANS. After DISTRICT approval of the redlined "as-built" drawings, DEVELOPERS' 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-BUILT".

28. Ensure that all work performed pursuant to this Agreement by DEVELOPERS, their 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. DEVELOPERS shall be solely responsible for all costs associated with compliance with applicable laws and regulations.

SECTION II

DISTRICT shall:

1. Review and approve IMPROVEMENT PLANS prior to the start of DISTRICT DRAINAGE FACILITIES construction.

2. Provide CITY, and/or TRANSPORTATION and CSA 145 acting prior to establishment of 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 DEVELOPERS pursuant to Section I.10.

5. Inspect DISTRICT DRAINAGE FACILITIES construction.

6. Keep an accurate accounting of all DISTRICT costs associated with the review and approval of IMPROVEMENT PLANS, the review and approval of right of way and conveyance documents and the processing and administration of this Agreement.

7. Keep an accurate accounting of all DISTRICT construction inspection costs, and within forty-five (45) days after DISTRICT acceptance of DISTRICT DRAINAGE FACILITIES as being complete, submit a final cost statement to DEVELOPERS. If the deposit, as set forth in Section I.3. exceeds such costs, DISTRICT shall reimburse DEVELOPERS the excess amount within sixty (60) days after DISTRICT acceptance of DISTRICT DRAINAGE FACILITIES as being complete. If at any time the costs exceed the deposit or are anticipated

by DISTRICT to exceed the deposit, DEVELOPERS shall pay such additional amount(s), as deemed reasonably necessary by DISTRICT to complete inspection of DISTRICT DRAINAGE FACILITIES, within thirty (30) days after receipt of billing from DISTRICT.

8. Accept ownership and sole responsibility for the operation and maintenance of DISTRICT DRAINAGE FACILITIES upon (i) DISTRICT acceptance of PROJECT construction as being complete, (ii) recordation of all conveyance documents described in Section I.22., and (iii) acceptance by CITY of all necessary street rights of way as deemed necessary by DISTRICT and CITY for the operation and maintenance of PROJECT.

9. Upon acceptance by CITY of ROAD CULVERTS for ownership, operation and maintenance, accept sole responsibility for keeping ROAD CULVERTS free and clear of sediment and debris.

10. Grant CITY, by execution of this Agreement, the right to construct, inspect, operate and maintain structural integrity of portions of ROAD CULVERTS located within DISTRICT'S STAGE 2 CHANNEL right of way.

11. Grant CITY, by execution of this Agreement, the necessary rights to enter upon DISTRICT'S STAGE 2 CHANNEL right of way for the purpose of performing its maintenance responsibilities as set forth herein.

12. Accept sole responsibility for maintaining STAGE 2 CHANNEL'S line, grade and appurtenant structures such that STAGE 2 CHANNEL functions as a flood control facility at its design level.

13. Provide CITY with reproducible duplicate copies of "as-built" IMPROVEMENT PLANS upon DISTRICT acceptance of DISTRICT DRAINAGE FACILITIES as being complete.

SECTION III

CITY, and/or TRANSPORTATION acting prior to establishment of CITY, shall:

1. Review and approve IMPROVEMENT PLANS prior to the start of PROJECT construction.

2. Accept the TRANSPORTATION, acting prior to establishment of CITY, and DISTRICT approved faithful performance and payment bonds submitted by DEVELOPERS as set forth in Section I.7., and hold said bonds as provided herein.

3. Inspect construction of CITY DRAINAGE FACILITIES.

4. Consent, by execution of this Agreement, to the recording of any Irrevocable Offer(s) of Dedication furnished by DEVELOPERS pursuant to this Agreement.

5. 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 DRAINAGE FACILITIES, and convey sufficient rights of way to DISTRICT to allow DISTRICT to construct, inspect, operate and maintain DISTRICT DRAINAGE FACILITIES.

6. Grant DISTRICT, by execution of this Agreement, (i) the right to construct, inspect, operate and maintain DISTRICT DRAINAGE FACILITIES within CITY rights of way, and (ii) the necessary rights to keep ROAD CULVERTS free and clear of sediment and debris.

7. Accept ownership and sole responsibility for the operation and maintenance of APPURTENANCES upon completion of construction and DISTRICT acceptance of DISTRICT DRAINAGE FACILITIES as being complete.

8. Upon CITY acceptance of ROAD CULVERTS construction as being complete, accept ownership and responsibility for the structural integrity of ROAD CULVERTS.

SECTION IV

CITY, and/or CSA 145 acting prior to establishment of CITY, shall:

1. Review and approve IMPROVEMENT PLANS for STAGE 2 CHANNEL prior to the start of PROJECT construction.

2. Inspect construction of STAGE 2 CHANNEL.

3. Upon DISTRICT acceptance of STAGE 2 CHANNEL for ownership, operation and maintenance, accept sole responsibility for routine day to day maintenance of STAGE 2 CHANNEL including but not limited to, removal of trash and debris, performing graffiti removal and vegetation control including any necessary mowing, cutting and weed abatement associated therewith.

4. Upon DISTRICT acceptance of STAGE 2 CHANNEL for ownership, operation and maintenance, accept sole responsibility for maintenance of any recreational amenities located within DISTRICT'S STAGE 2 CHANNEL right of way including, but not limited to, repairing and/or replacing pathways, access roads, irrigation works, landscape maintenance and the routine removal of accumulated litter, trash and debris associated with public's use of STAGE 2 CHANNEL right of way.

5. Not cause any change to or modification within DISTRICT'S STAGE 2 CHANNEL right of way without obtaining the prior written permission and consent of DISTRICT.

6. Cease any interfering use within DISTRICT'S STAGE 2 CHANNEL right of way upon receipt of a written notification from DISTRICT in the event DISTRICT'S General Manager-Chief Engineer determines that such use of DISTRICT'S STAGE 2 CHANNEL right of way in any way interferes with STAGE 2 CHANNEL primary purpose and function.

7. Recognize that STAGE 2 CHANNEL is an active watercourse and, hence, DISTRICT'S STAGE 2 CHANNEL right of way will be subject to periodic flooding, flood hazards and possible flood damage.

8. Assume all liability in conjunction with the public's use of DISTRICT'S STAGE 2 CHANNEL right of way including claims of third persons for injury or death or damage to property. Said obligation shall not include any inverse condemnation liability of CITY by reason of location of STAGE 2 CHANNEL or DISTRICT'S improvements thereto unless such liability is the result of public's use of the property pursuant to CITY'S actual or tacit consent.

9. Upon DISTRICT acceptance of STAGE 2 CHANNEL for ownership, operation and maintenance, accept sole responsibility for providing public security and safety in conjunction with the public's use of DISTRICT'S STAGE 2 CHANNEL right of way.

10. Ensure the safety of all persons who may use DISTRICT'S STAGE 2 CHANNEL right of way by conducting regular safety inspections and promptly repairing any damage to DISTRICT'S STAGE 2 CHANNEL right of way that may be necessary to ensure the safety of the public.

11. Repair any damage to DISTRICT'S STAGE 2 CHANNEL right of way resulting from CITY'S or the public's use thereof.

SECTION V

It is further mutually agreed:

1. All work involved with DISTRICT DRAINAGE FACILITIES shall be inspected by DISTRICT and shall not be deemed complete until approved and accepted in writing as complete by DISTRICT.

2. CITY, and/or TRANSPORTATION acting prior to establishment of CITY, and DEVELOPERS personnel may observe and inspect all work being done on DISTRICT DRAINAGE FACILITIES but shall provide any comments to DISTRICT personnel who shall be solely responsible for all quality control communications with the DEVELOPERS' contractor(s) during the construction of DISTRICT DRAINAGE FACILITIES. CITY, and/or CSA 145 acting prior to the establishment of CITY, personnel may observe and inspect all work being done on STAGE 2 CHANNEL, but shall provide any comments to DISTRICT personnel who shall be solely responsible for all quality control communications with the DEVELOPERS' contractor(s) during the construction of STAGE 2 CHANNEL.

3. DEVELOPERS shall complete construction of DISTRICT DRAINAGE FACILITIES within twelve (12) consecutive months after execution of this Agreement and within one hundred eighty (180) consecutive calendar days after commencing work on DISTRICT DRAINAGE FACILITIES. It is expressly understood that since time is of the essence in this Agreement, failure of DEVELOPERS to perform the work within the agreed upon time shall constitute authority for DISTRICT to perform the remaining work and require DEVELOPERS' surety to pay to CITY and/or TRANSPORTATION the penal sum of any and all bonds. In which case, CITY and/or TRANSPORTATION shall subsequently reimburse DISTRICT for DISTRICT costs incurred.

4. DEVELOPERS shall not request DISTRICT to accept any portion or portions of DISTRICT DRAINAGE FACILITIES or CITY to accept any portion or portions of CITY DRAINAGE FACILITIES or CITY to accept any portion of recreational amenities for ownership, operation and maintenance prior to the completion of PROJECT construction.

5. DISTRICT shall endeavor to issue DEVELOPERS a Notice to Proceed within twenty (20) days of receipt of DEVELOPERS' complete written notice as set forth in

Section I.8.; however, DISTRICT'S construction inspection staff is limited and, therefore, the issuance of a Notice to Proceed is subject to staff availability.

In the event DEVELOPERS wish to expedite issuance of a Notice to Proceed, DEVELOPERS may elect to furnish an independent qualified construction inspector at DEVELOPERS' sole cost and expense. DEVELOPERS 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 DRAINAGE FACILITIES construction and quality control matters. If DEVELOPERS' initial construction inspection deposit furnished pursuant to Section I.3. exceeds ten thousand dollars ($10,000.00), DISTRICT shall refund to DEVELOPERS up to eighty percent (80%) of DEVELOPERS' initial inspection deposit within forty-five (45) days of DISTRICT'S approval of DEPUTY INSPECTOR; however, a minimum balance of ten thousand dollars ($10,000.00) shall be retained on account.

6. DISTRICT DRAINAGE FACILITIES construction work shall be on a five (5) day, forty (40) hour work week with no work on Saturdays, Sundays or DISTRICT designated legal holidays, unless otherwise approved in writing by DISTRICT. If DEVELOPERS feel it is necessary to work more than the normal forty (40) hour work week or on holidays, DEVELOPERS shall make a written request for permission from DISTRICT to work the additional hours. The request shall be submitted to DISTRICT 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 at its sole discretion and shall be final. If permission is granted by DISTRICT, DEVELOPERS will be charged the cost incurred at the overtime rates for

additional inspection time required in connection with the overtime work in accordance with Ordinance Nos. 671 and 749, including any amendments thereto, of the County of Riverside.

7. DEVELOPERS shall indemnify and hold harmless DISTRICT, the County of Riverside and CITY (including their agencies, districts, special districts and departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives) from any liability, claim, damage, proceeding or action, present or future, based upon, arising out of or in any way relating to DEVELOPERS' (including their officers, employees, subcontractors and agents) actual or alleged acts or omissions related to this Agreement, performance under this Agreement, or failure to comply with the requirements of this Agreement, including but not limited to: (a) property damage; (b) bodily injury or death; (c) liability or damage pursuant to Article I, Section 19 of the California Constitution, the Fifth Amendment of the United States Constitution or any other law, ordinance or regulation caused by the diversion of waters from the natural drainage patterns or the discharge of drainage within or from PROJECT; or (d) any other element of any kind or nature whatsoever.

DEVELOPERS shall defend, at their sole expense, including all costs and fees (including but not limited to attorney fees, cost of investigation, defense and settlements or awards), DISTRICT, the County of Riverside and CITY (including their agencies, districts, special districts and departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives) in any claim, proceeding or action for which indemnification is required.

With respect to any of DEVELOPERS' indemnification requirements, DEVELOPERS shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such claim, proceeding or action

without the prior consent of DISTRICT or the County of Riverside or CITY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes DEVELOPERS' indemnification obligations to DISTRICT or the County of Riverside or CITY.

DEVELOPERS' indemnification obligations shall be satisfied when DEVELOPERS have provided to DISTRICT or the County of Riverside or CITY the appropriate form of dismissal (or equivalent document) relieving DISTRICT or the County of Riverside or CITY from any liability for the claim, proceeding or action involved.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe DEVELOPERS' obligations to indemnify and hold harmless DISTRICT or the County of Riverside or CITY from third party claims.

In the event there is conflict between this section and California Civil Code Section 2782, this section shall be interpreted to comply with Civil Code Section 2782. Such interpretation shall not relieve the DEVELOPERS from indemnifying DISTRICT or the County of Riverside or CITY to the fullest extent allowed by law.

8. Any waiver by DISTRICT or CITY 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 DISTRICT or CITY 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 DISTRICT or CITY from enforcement hereof.

9. DISTRICT and CITY each pledge to cooperate in regard to the operation and maintenance of their respective facilities as set forth herein and to discharge their respective

maintenance responsibilities in an expeditious fashion so as to avoid the creation of any nuisance condition or undue maintenance impact upon the others' facilities.

10. This Agreement is to be construed in accordance with the laws of the State of California.

11. 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:

RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT
1995 Market Street
Riverside, CA 92501

CITY OF MENIFEE
29714 Haun Drive
Menifee, CA 92117
Attn: City Manager

DONAHUE SCHRIBER ASSET
MANAGEMENT CORPORATION
200 E. Baker Street, Suite 100
Costa Mesa, CA 92626

DONAHUE SCHRIBER REALTY
GROUP, L.P.
200 E. Baker Street, Suite 100
Costa Mesa, CA 92626

STARK MENIFEE LAND LLC
c/o Regent Properties
11990 San Vicente Blvd., Suite 200
Los Angeles, CA 90049
Attn: Matthew Levy

12. 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.

13. 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 import or significance. Any uncertainty or ambiguity in this Agreement shall not be construed against DISTRICT because DISTRICT prepared this Agreement in its final form.

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

15. DEVELOPERS shall not assign or otherwise transfer any of their rights, duties or obligations hereunder to any person or entity without the written consent of the other parties hereto being first obtained. In the event of any such transfer or assignment, DEVELOPERS expressly understand and agree that they shall remain liable with respect to any and all of the obligations and duties contained in this Agreement.

16. The individual(s) executing this Agreement on behalf of DEVELOPERS hereby 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 any and 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 this Agreement.

17. 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.

//

//

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

_____.
(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

By _____
for WARREN D. WILLIAMS
General Manager-Chief Engineer

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

By _____
MARION ASHLEY, Chairman
Riverside County Flood Control and Water Conservation District Board of Supervisors

APPROVED AS TO FORM:

PAMELA J. WALLS
County Counsel

By _____
NEAL KIPNIS
Deputy County Counsel

ATTEST:

KECIA HARPER-IHEM
Clerk of the Board

By _____
Deputy

(SEAL)

Cooperative Agreement: PM 34275
6/08/09
JPS:blj

RECOMMENDED FOR APPROVAL:

By _____
GEORGE W. WENTZ
City Manager

CITY OF MENIFEE

By _____
WALLACE W. EDGERTON
Mayor

APPROVED AS TO FORM:

By _____
ELIZABETH MARTYN
City Attorney

ATTEST:

KATHY BENNETT
City Clerk

By _____

(SEAL)

Cooperative Agreement: PM 34275
6/08/09
JPS:blj

STARK MENIFEE LAND LLC,
a Wisconsin limited liability company

By: STARK OFFSHORE MANAGEMENT LLC,
a Wisconsin limited liability company,
Its Manager

By _____

Print Name Linda Gorens Levy

Print Title Authorized Signatory

(ATTACH NOTARY WITH
CAPACITY STATEMENT)

(SIGNATURES CONTINUED ON FOLLOWING PAGE)

Cooperative Agreement: PM 34275
6/04/09
JPS:

STATE OF Wisconsin)

COUNTY OF Milwaukee)

On August 3, 2009, before me, Sonya Martinez Notary Public, personally appeared Linda Gorens Levy personally known to me ~~(or proved to me on the basis of satisfactory evidence)~~ to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity~~(ies)~~, and that by ~~his~~/her/~~their~~ signature(s) on the instrument the person(s) or the entity upon behalf of which their person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Sonya Martinez

Signature

(Seal)

SONYA MARTINEZ NOTARY PUBLIC STATE OF WISCONSIN

My Commission Expires: February 14, 2010

DONAHUE SCHRIBER REALTY GROUP, L.P.,
a Delaware limited partnership

By: DONAHUE SCHRIBER REALTY GROUP, INC.,
a Maryland corporation,
Its General Partner

By Mark L Whitfield

Print Name **Mark L. Whitfield**
Executive Vice President
Print Title

(ATTACH NOTARY WITH
CAPACITY STATEMENT)

By Janet L. Petersen

Print Name Janet L. Petersen
~~Vice President - Development~~ Services
Print Title

(ATTACH NOTARY WITH
CAPACITY STATEMENT)

DONAHUE SCHRIBER ASSET MANAGEMENT CORPORATION,
a Delaware corporation

By Mark L Whitfield

Print Name **Mark L. Whitfield**
Executive Vice President
Print Title

(ATTACH NOTARY WITH
CAPACITY STATEMENT)

By Janet L. Petersen

Print Name Janet L. Petersen
~~Vice President - Development~~ Services
Print Title

(ATTACH NOTARY WITH
CAPACITY STATEMENT)

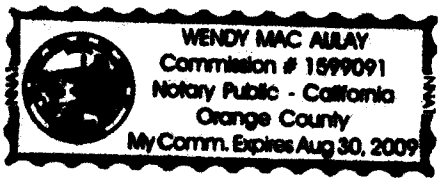
ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

On July 8, 2009, before me, Wendy MacAulay, Notary Public, personally appeared Mark L. Whitfield and Janet L. Petersen, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Wendy MacAulay
Notary Public in and for said
County and State
My Commission No. 1599091
My Commission Expires 08/30/2009

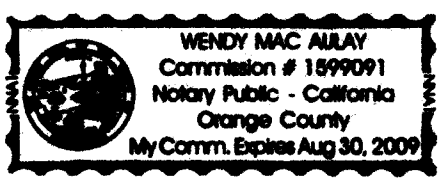
ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

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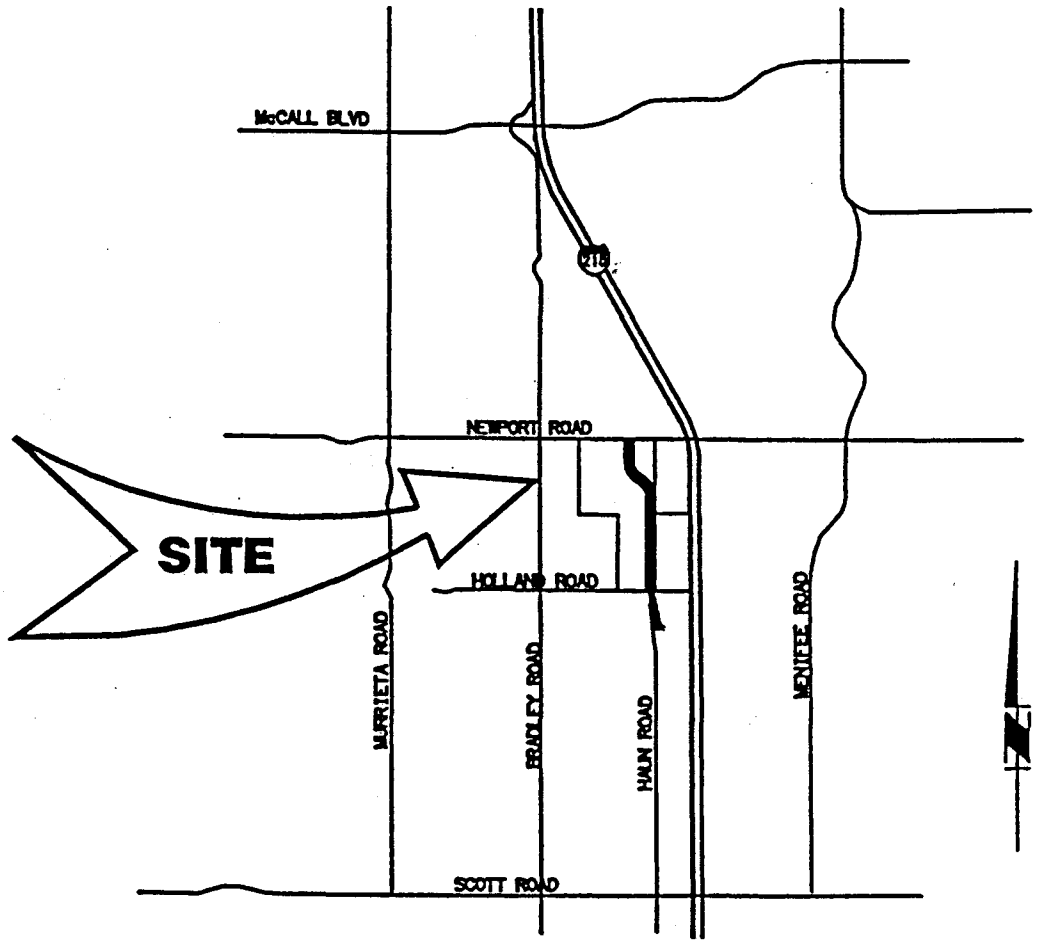
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Wendy MacAulay
Notary Public in and for said
County and State
My Commission No. 1599091
My Commission Expires 08/30/2009

Exhibit A



VICINITY MAP

SECTION 3 TOWNSHIP 6 SOUTH RANGE 3 WEST

Exhibit A

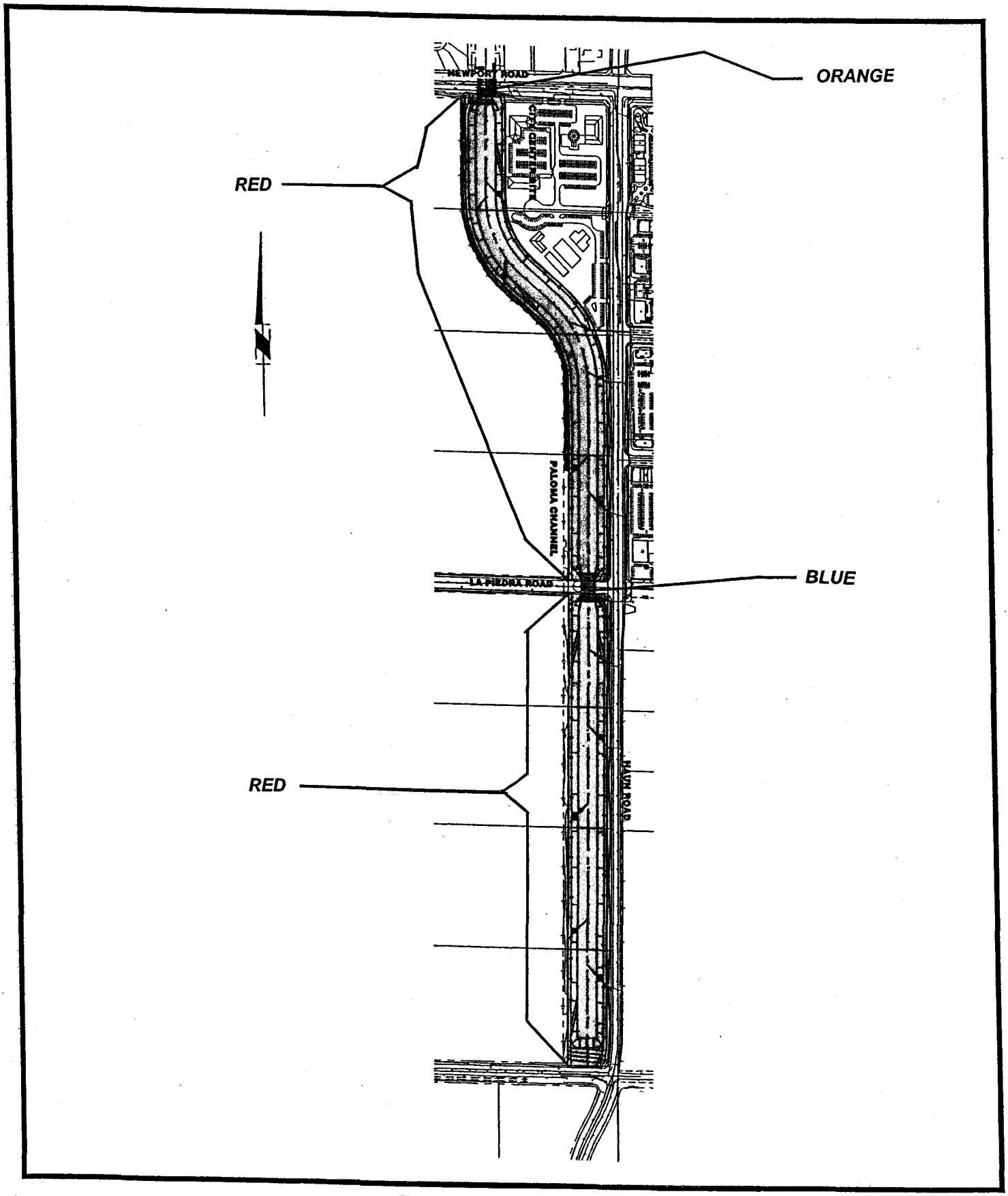

ORANGE
RED
BLUE
RED
NEWPORT ROAD
PALOMA CHANNEL
LA PIEDRA ROAD
HAUTH ROAD

Exhibit A

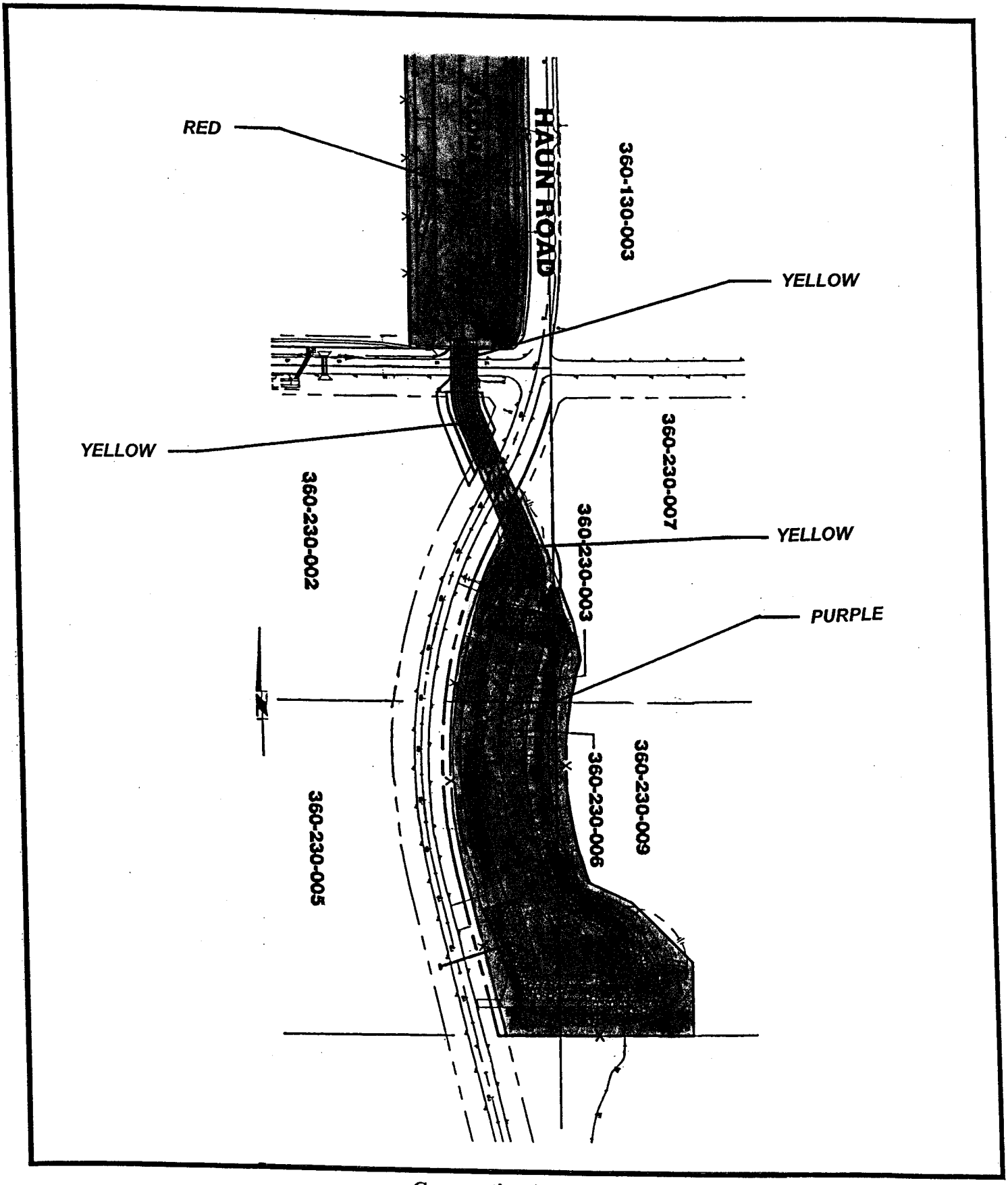

RED
HAUN ROAD
360-130-003
YELLOW
YELLOW
360-230-007
360-230-002
360-230-003
YELLOW
PURPLE
360-230-009
360-230-006
360-230-005

Exhibit A

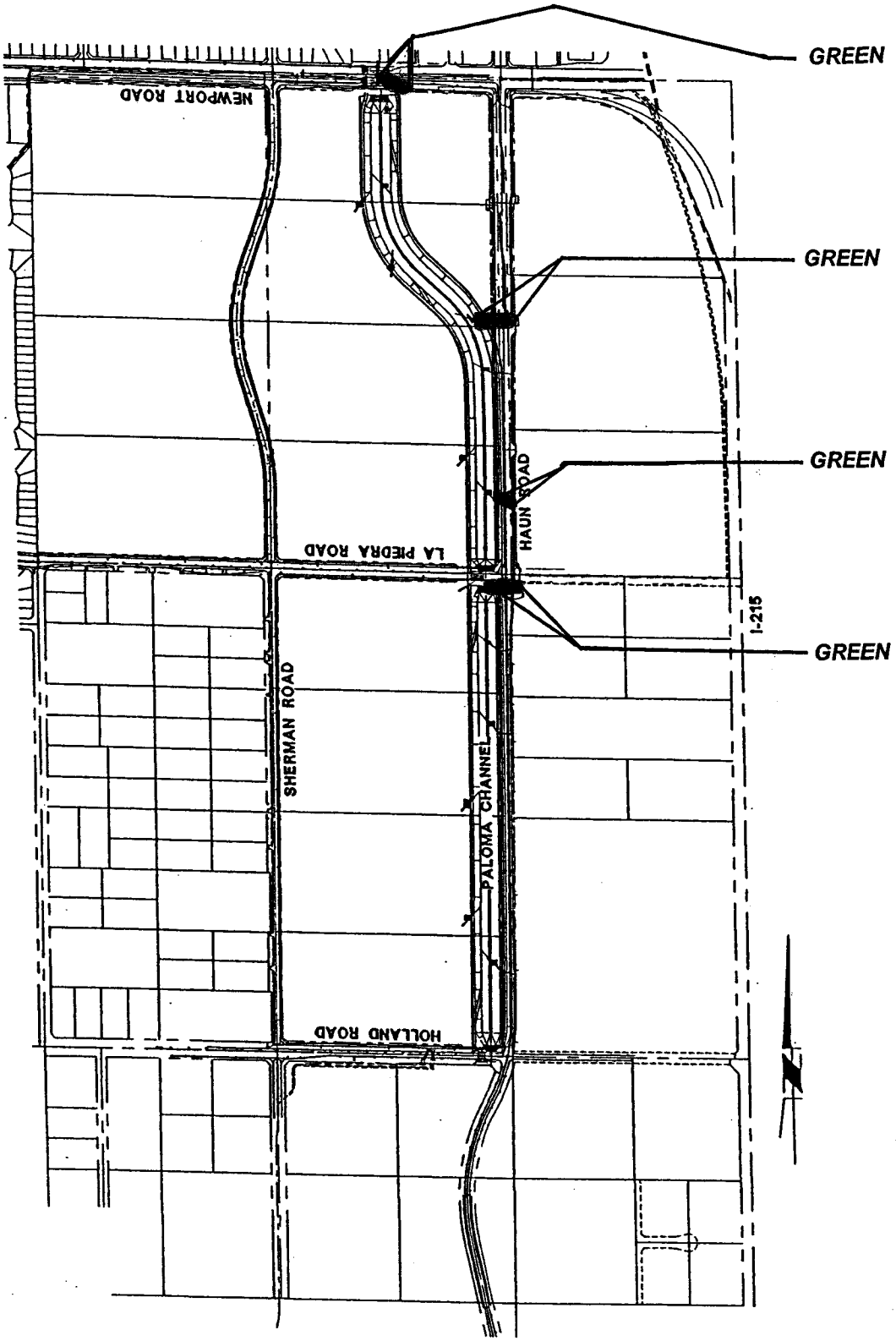

GREEN
GREEN
GREEN
GREEN
NEWPORT ROAD
LA PIEDRA ROAD
HAUN ROAD
I-215
SHERMAN ROAD
PALOMA CHANNEL
HOLLAND ROAD

Exhibit B

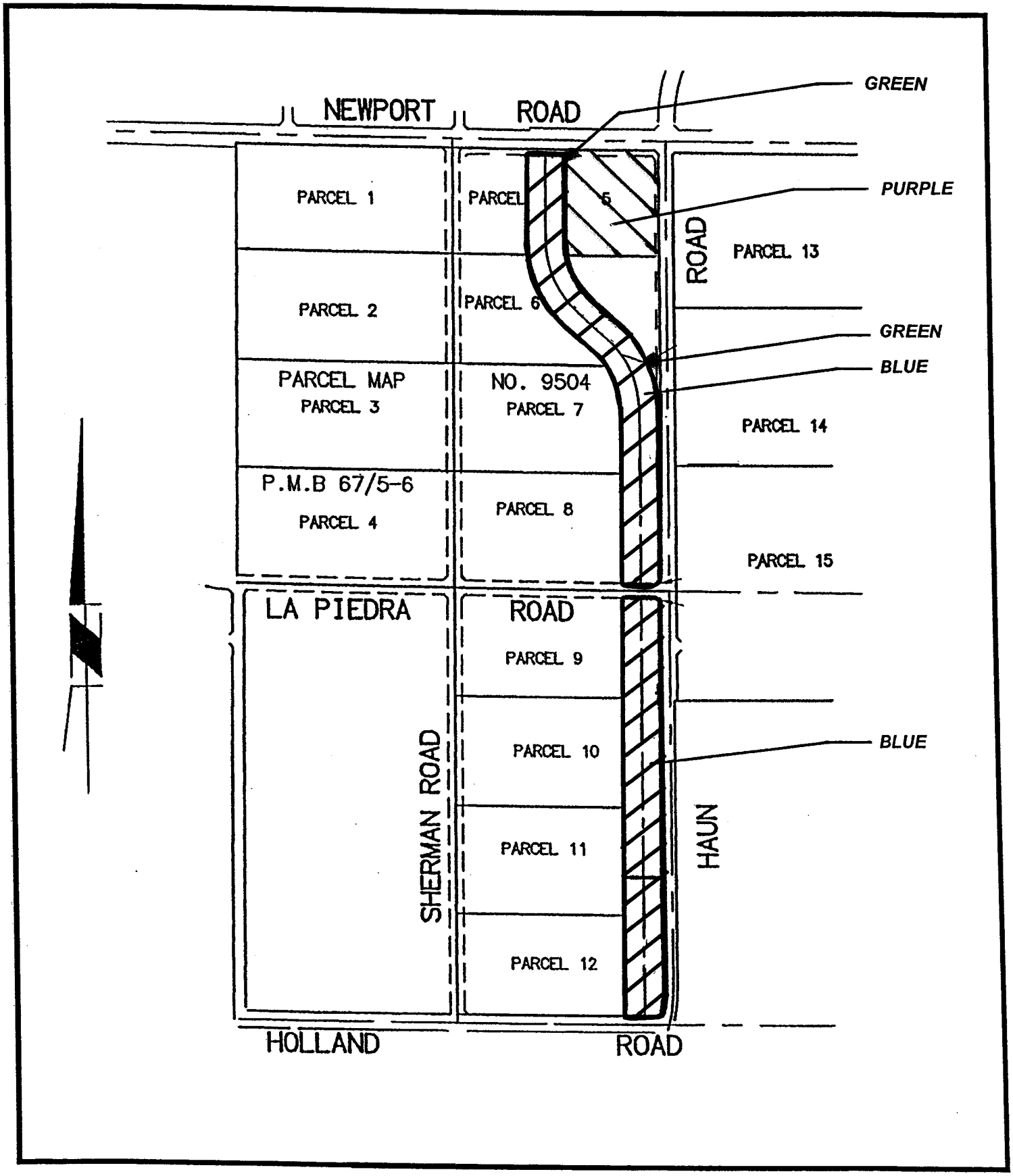

NEWPORT ROAD
GREEN
PURPLE
GREEN
BLUE
BLUE
PARCEL 1
PARCEL 2
PARCEL MAP
PARCEL 3
P.M.B 67/5-6
PARCEL 4
PARCEL 5
PARCEL 6
NO. 9504
PARCEL 7
PARCEL 8
ROAD
PARCEL 13
PARCEL 14
PARCEL 15
LA PIEDRA
ROAD
PARCEL 9
PARCEL 10
PARCEL 11
PARCEL 12
SHERMAN ROAD
HAUN
HOLLAND
ROAD

Exhibit B

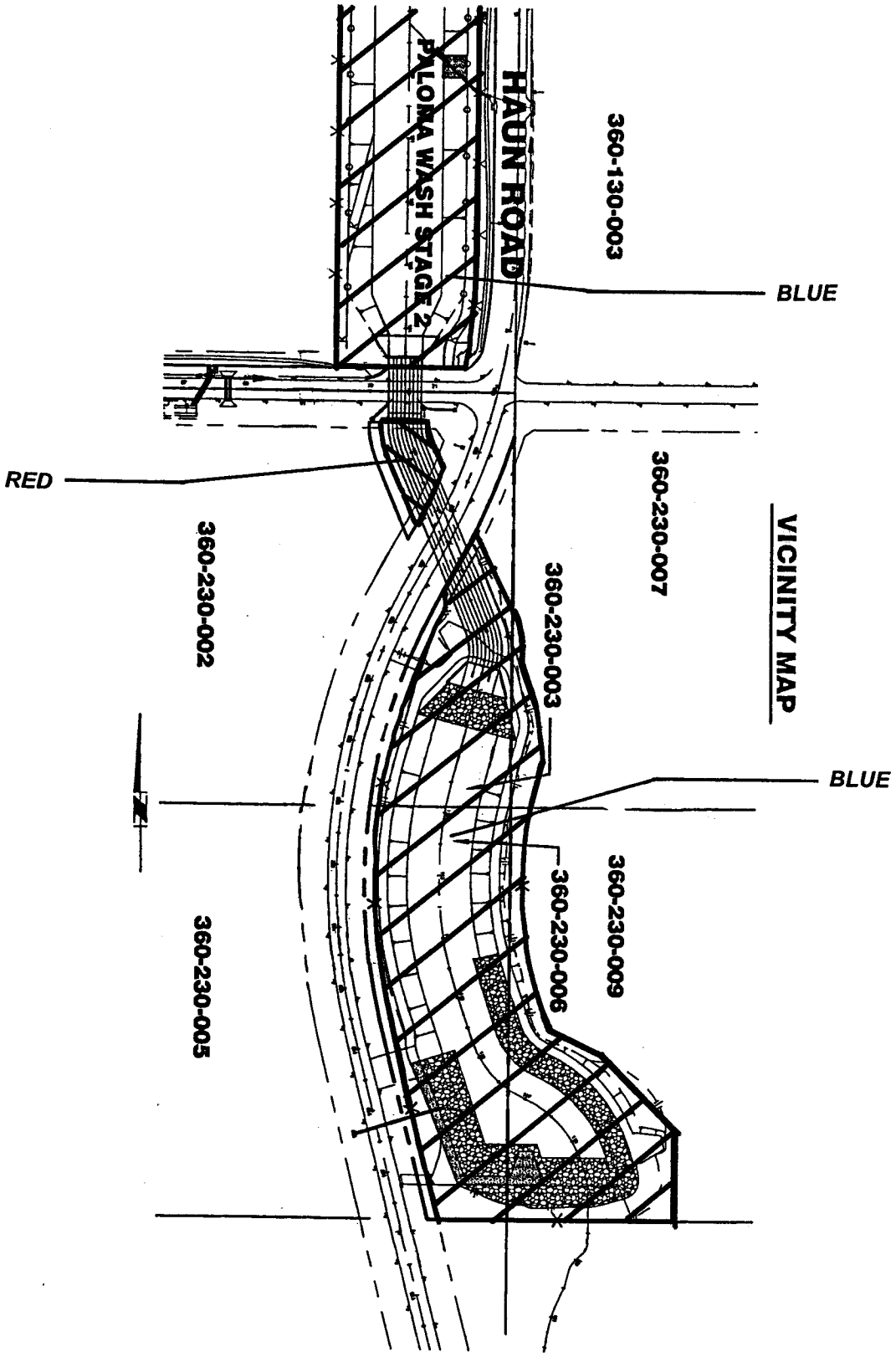

HAUN ROAD
PALOMA WASH STAGE 2
360-130-003
BLUE
RED
360-230-007
360-230-002
360-230-003
VICINITY MAP
BLUE
360-230-006
360-230-009
360-230-005

Exhibit B

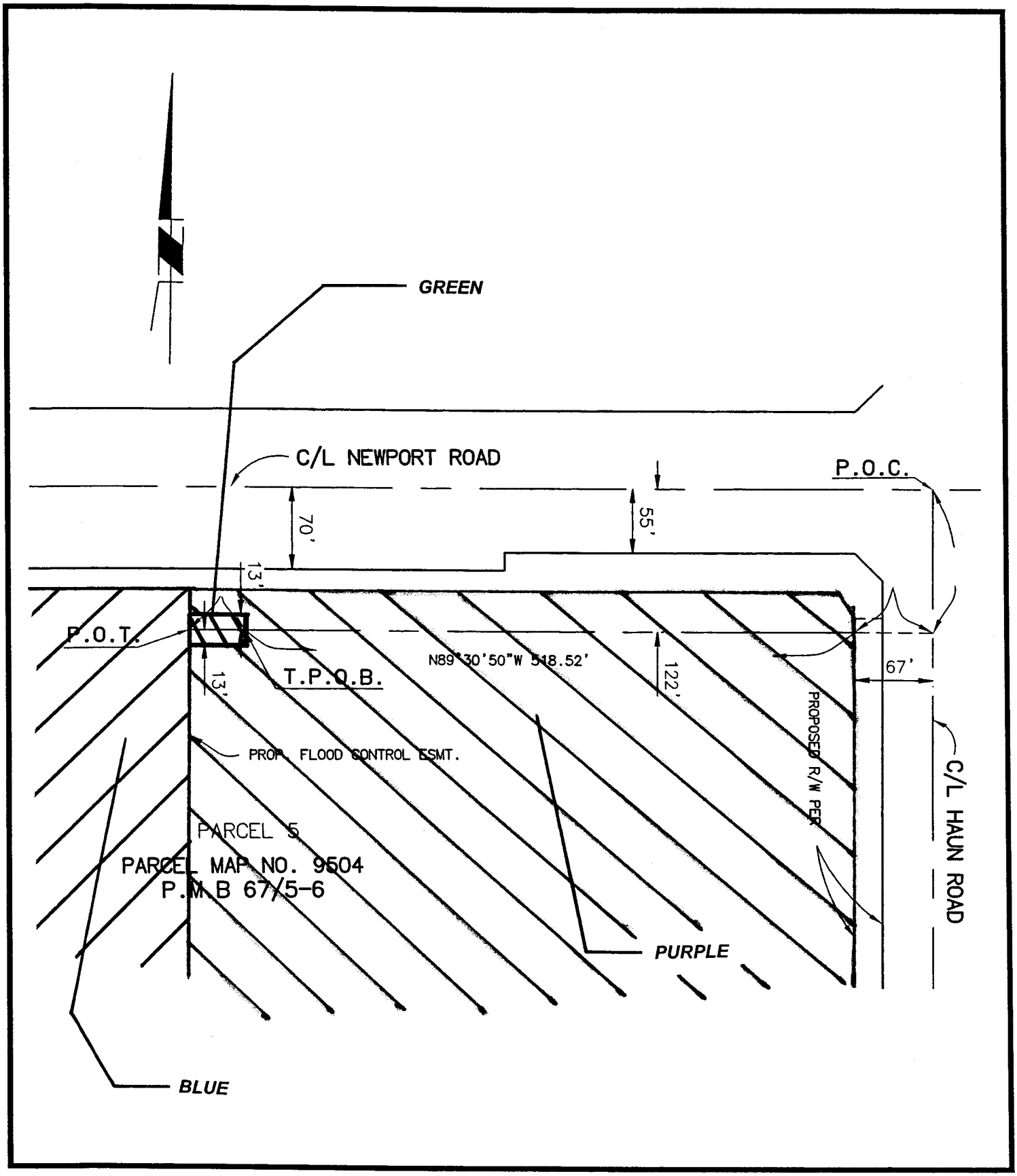

GREEN
C/L NEWPORT ROAD
P.O.C.
70'
55'
13'
P.O.T.
T.P.O.B.
N89°30'50"W 518.52'
122'
67'
13'
PROP. FLOOD CONTROL ESMT.
PROPOSED R/W PER
C/L HAUN ROAD
PARCEL 5
PARCEL MAP NO. 9504
P.M.B 67/5-6
PURPLE
BLUE

Exhibit B

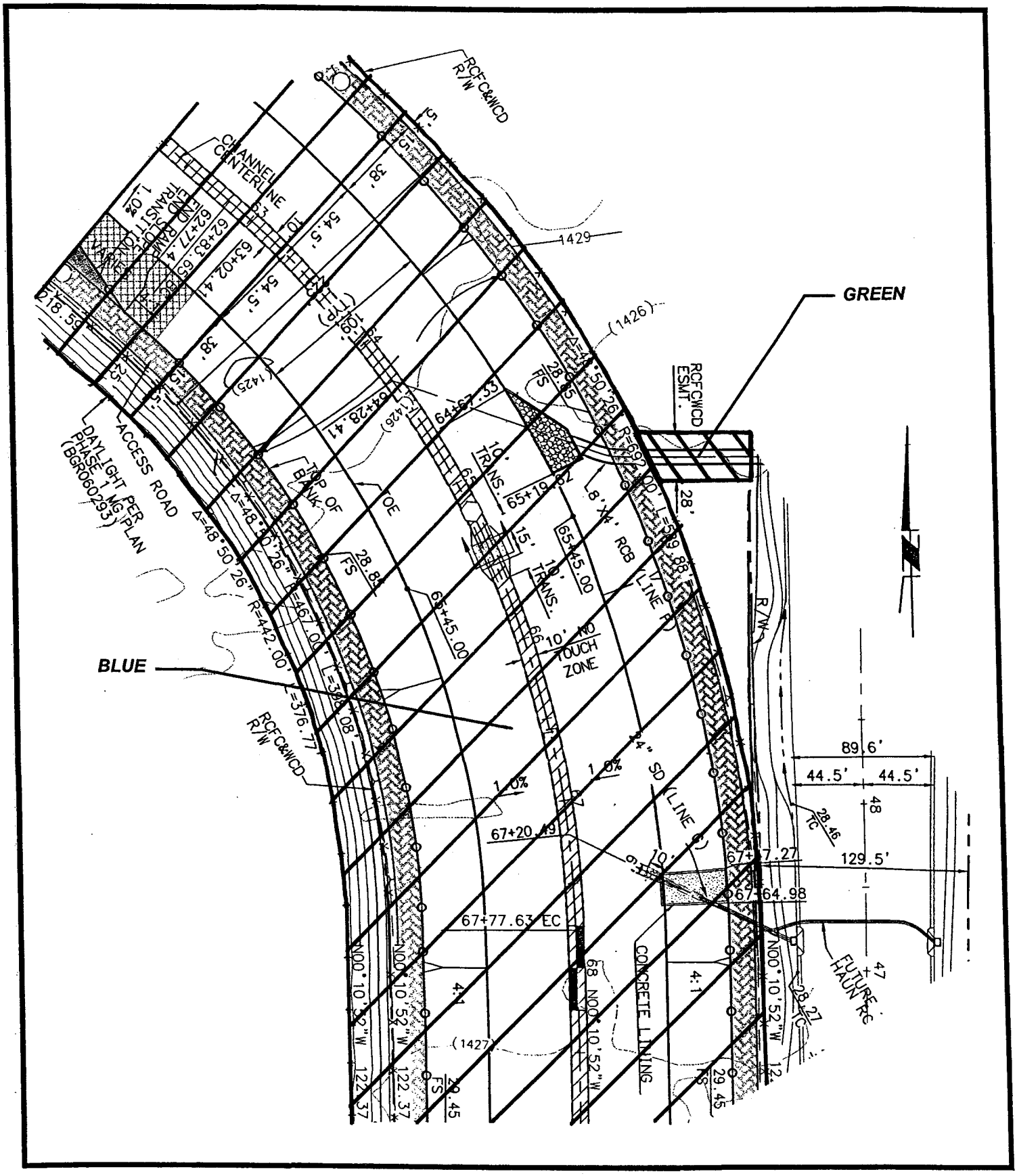
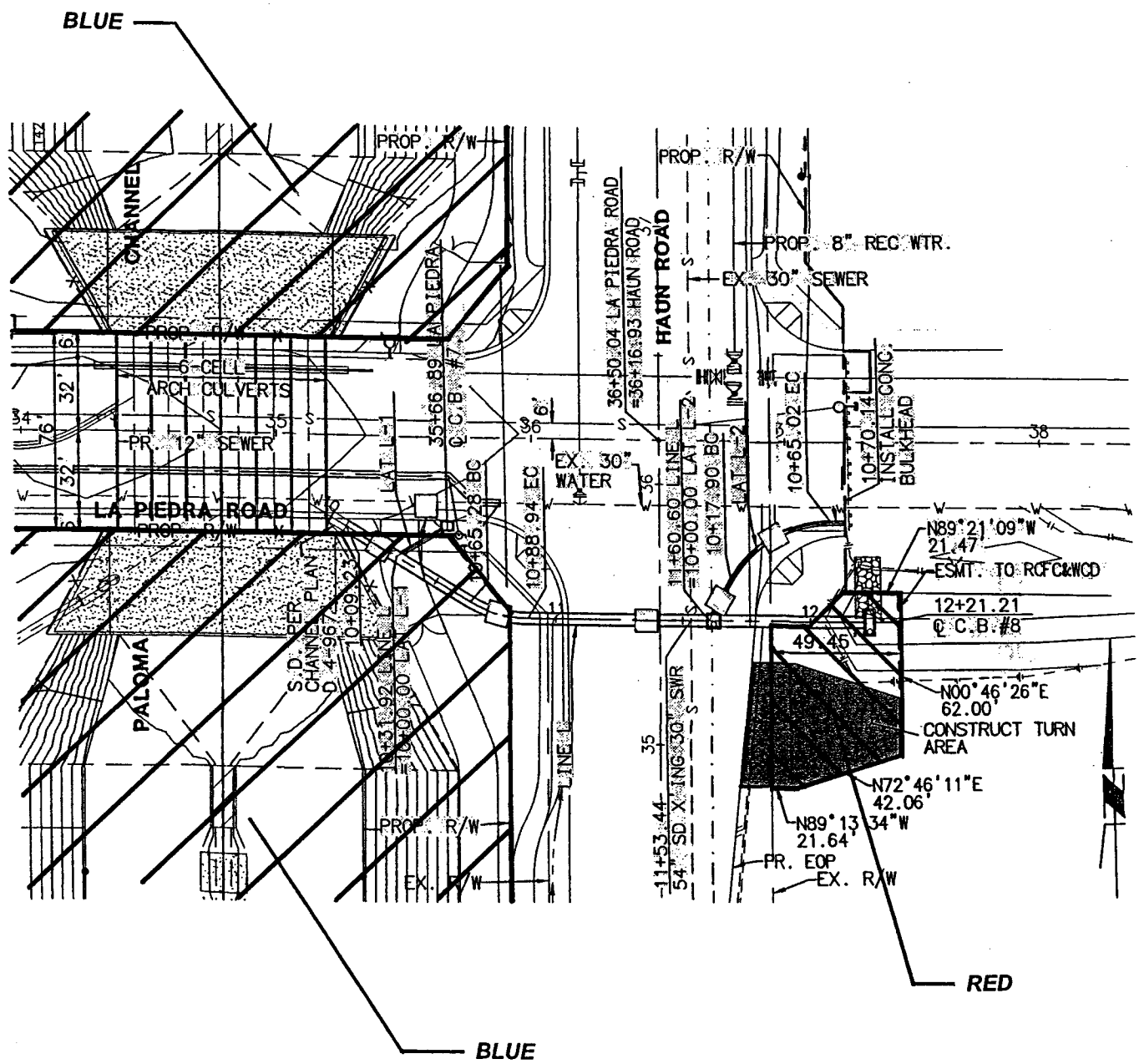

GREEN
BLUE
RCFC&WCD R/W
CC CHANNEL CENTERLINE
END TRANSITION
62+77.41
62+83.65
63+02.41
64+28.41
64+67.33
65+19.82
65+45.00
67+20.49
67+77.27
67+64.98
67+77.63 EC
RCFCWCD ESMT.
DAYLIGHT PER PHASE 1 MG PLAN (BGR060293)
ACCESS ROAD
TOP OF BANK
OE
10' TRANS.
15' 10' TRANS.
10' NO TOUCH ZONE
8'-X'-8' RCB
LINE F
LINE E
14" SD
1.0%
4:1
CONCRETE LINING
FUTURE HAUN RD
89.6'
44.5'
44.5'
129.5'
R=692.00'
L=539.88'
Δ=48°50'26"
R=442.00'
L=376.77'
Δ=48°50'26"
R=467.00'
L=398.08'
N00°10'52"W
122.37'
28.45 FS
28.84 FS
28.05 FS
28.46 TC
28.21 TC
29.45 TC
(1425)
(1426)
(1427)
1429
54.5'
38'
10'
5'
1.0%

Exhibit B


BLUE
PROP. R/W
CHANNEL
6-CELL
ARCH CULVERTS
PR. 12" SEWER
LA PIEDRA ROAD
PROP. R/W
PALOMA
S.D. CHANNEL PER PLAN
35+66.89 LA PIEDRA
Q C.B. #7
10+65.28 BC
10+88.94 EC
EX. 30" WATER
36+50.04 LA PIEDRA ROAD
=36+16.93 HAUN ROAD
HAUN ROAD
PROP. 8" REC WTR.
EX. 30" SEWER
11+60.60 LINE L
=10+00.00 LAT L-2
10+17.90 BC
10+65.02 EC
INSTALL CONC. BULKHEAD
10+70.14
N89°21'09"W
21.47
ESMT. TO RCFC&WCD
12+21.21
℄ C.B. #8
49.45
N00°46'26"E
62.00'
CONSTRUCT TURN AREA
N72°46'11"E
42.06'
N89°13'34"W
21.64'
PR. EOP
EX. R/W
11+53.44
54" SD X-ING
SWR
LINE L
RED
BLUE

SUBMITTAL TO THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

604B

FROM: General Manager-Chief Engineer

SUBMITTAL DATE: October 27, 2009

SUBJECT: Desert Hot Springs Master Drainage Plan Line B, Stage 1; Line F, Stage 1; and Camino Campanero Basin

RECOMMENDED MOTION:

Adopt Resolution No. F2009-01 which

sets December 15, 2009 as the date for holding a Public Hearing concerning the intent to adopt a California Environmental Quality Act (CEQA) Mitigated Negative Declaration;

sets December 15, 2009 as the date for holding a Public Hearing concerning approval of construction of the above referenced project in accordance with Section 18 of the District Act;

and directs the Clerk of this Board to advertise and post said public hearing in accordance with Section 18 of the District Act and CEQA.

BACKGROUND:

Continued on Page 2

JDS:mcv
P8\107345

WARREN D. WILLIAMS
General Manager-Chief Engineer

FINANCIAL DATA	**Current F.Y. District Cost:**	N/A	**In Current Year Budget:**	N/A
	Current F.Y. County Cost:	N/A	**Budget Adjustment:**	N/A
	Annual Net District Cost:	N/A	**For Fiscal Year:**	N/A

SOURCE OF FUNDS: N/A

Positions To Be Deleted Per A-30 ☐

Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION:

APPROVE

BY: Alex Gann

County Executive Office Signature Alex Gann

FORM APPROVED COUNTY COUNSEL
BY: CARISA R-MCKENNA DATE 10/6/09

Departmental Concurrence

☐ Consent ☐ Policy

☐ Consent ☒ Policy

Dep't Recomm.:

Per Exec. Ofc.:

Prev. Agn. Ref.: | **District:** 5th | **Agenda Number:** 11.3

BACKGROUND (continued):

Section 18 of the District's Enabling Act requires the Board to hold a Public Hearing for the purpose of considering all comments regarding any proposed facilities before authorizing the construction of such facilities.

In accordance with the State guidelines implementing the CEQA, the General Manager-Chief Engineer of the District has found that the proposed project will not have a significant adverse effect on the environment and has completed a Mitigated Negative Declaration which will not be final until approved and adopted by this Board.

JDS:mcv
P8\107345

BOARD OF SUPERVISORS

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

RESOLUTION NO. F2009-01
SETTING A PUBLIC HEARING DATE FOR
DESERT HOT SPRINGS MASTER DRAINAGE PLAN LINE B, STAGE 1; LINE F, STAGE 1; AND CAMINO CAMPANERO BASIN
AND GIVING NOTICE OF INTENT TO ADOPT A
MITIGATED NEGATIVE DECLARATION THEREFOR
IN ACCORDANCE WITH SECTION 18 OF THE DISTRICT ACT
AND THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

WHEREAS, this Board intends to undertake a project within a portion of the city of Desert Hot Springs and within the unincorporated area of Desert Hot Springs, designated as Desert Hot Springs Master Drainage Plan Line B, Stage 1; Line F, Stage 1; and Camino Campanero Basin; and

WHEREAS, the proposed project is bounded generally by Two Bunch Palms Trail on the north, Bubbling Wells Road on the east, Camino Aventura on the south and Palm Drive on the west; and

WHEREAS, the proposed project consists of the construction and subsequent operation and maintenance of a master planned drainage system comprised of an open channel, underground storm drains, levees and a detention basin; and

WHEREAS, reference is made to the engineering estimate of the cost of the proposed project, entitled "Engineer's Statement" on file with the Clerk of this Board; and

WHEREAS, reference is made to a map dated February 2009, bearing the name and showing the general location and typical section of the proposed project which is also on file with the Clerk of this Board; and

WHEREAS, the General Manager-Chief Engineer of the District has found that the proposed project will not have a significant adverse effect on the environment and has prepared a Mitigated Negative Declaration which will not become final until adopted by this Board; and

FORM APPROVED COUNTY COUNSEL
BY LARISA R-MCKENNA DATE 10/8/09

WHEREAS, any person wishing to comment on the proposed project or the Mitigated Negative Declaration may do so in writing between the date of this notice and the public hearing, or may appear and be heard at the time and place noted below; and

WHEREAS, in a subsequent legal challenge any person may be limited to raising only those issues he, she or someone else raised at the public hearing described in this notice, or in written comments delivered before or at the public hearing; and

WHEREAS, prior to making a decision on the proposed project or the Mitigated Negative Declaration, this Board will consider all written and oral comments; and

WHEREAS, the above-listed documents can be inspected at the District office, 1995 Market Street, Riverside, California 92501 and written comments will be received at the above address.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED by the Board of Supervisors of the Riverside County Flood Control and Water Conservation District in regular session assembled on October 27, 2009 that:

1. A public hearing concerning the proposed project and the Mitigated Negative Declaration will be held at 1:30 p.m. on December 15, 2009, at the meeting room of this Board, 1st Floor, County Administrative Center, 4080 Lemon Street, Riverside, California, at which time all public comment shall be heard.

2. A copy of this resolution and copies of the above-listed documents shall be posted at least 30 days before said hearing at the City of Desert Hot Springs, 65-950 Pierson Boulevard, Desert Hot Springs, California 92240.

3. A copy of this resolution shall be posted at least 30 days before said hearing at the Riverside County Clerk and Recorder's Office, 2724 Gateway Drive, Riverside, California 92507.

4. The Clerk of this Board is directed to cause a copy of this Resolution to be published twice, once at least 30 days before said hearing, and once seven (7) days following

the initial publication, in a newspaper of general circulation in accordance with Section 18 of the District Act and CEQA.

Riverside County Flood Control and Water Conservation District

ENGINEER'S STATEMENT

Desert Hot Springs Master Drainage Plan
Line B, Stage 1; Line F, Stage 1; and Camino Campanero Basin

The proposed project consists of construction, operation and maintenance of certain flood control and drainage facilities described herein including "Line B, Stage 1", "Line F, Stage 1" "Camino Campanero Basin" and an interim collector structure. The proposed project is generally bounded on the north by Two Bunch Palms Trail, on the east by Bubbling Wells Road, on the south by Camino Aventura and on the west by Palm Drive in the city of Desert Hot Springs and unincorporated area of Riverside County, California.

Line B, Stage 1 is proposed as an underground storm drain consisting of a 12-foot wide by 10-foot high reinforced concrete box (RCB) along Verbena Drive. Line B, Stage 1 and the interim collector structure will drain into the proposed Camino Campanero Basin, a 17-acre detention basin located at the northeast corner of the intersection of Verbena Drive and Camino Campanero. Camino Campanero Basin, will utilize geotextiles to provide erosion protection on the sideslopes and outlets into the proposed Line F, Stage 1, which will consist of a 1,500 linear foot daylight channel and approximately 1,000 linear feet of rock-lined levee having a maximum height of 5 feet above existing ground. Line F, Stage 1 is to be located between Camino Campanero and Camino Aventura. The northernmost 400-feet of Line F, Stage 1 is proposed to consist of a rock lined open channel transition structure with 3:1 sideslopes and a bottom width varying from 50-feet to 150-feet. The remainder of Line F, Stage 1 is proposed to consist of an earthen channel bottom with 3:1 rock-lined and/or geotextile-lined sideslopes and a bottom width of 150-feet.

Because design and construction of the proposed Desert Hot Springs MDP "Line A" is not expected to be initiated for several years, an interim collector structure is proposed to collect a portion of the flows that Line A would otherwise collect and convey them into the proposed Line B, Stage 1 system. The proposed interim collector structure will be located immediately west of Verbena Drive and north of Park Lane. The proposed structure will be a maximum of 6-feet in height above the existing ground and will vary in width from 20-feet to 350-feet. A 12-foot wide by 8-foot high RCB will extend from the interim collector structure along Park Lane and connect to Line B, Stage 1 in Verbena Drive. Interim appurtenant drainage improvements, such as concrete ditches and flood walls, along Verbena Drive between Park Lane and Camino Campanero may also be required to collect and convey surface flows into the proposed Camino Campanero Basin.

The project will be designed to convey the estimated 100-year flow rate. The estimated cost of the proposed project is $10.8 million. Construction and future operation and maintenance costs will be borne by the District's Zone 6 revenue.

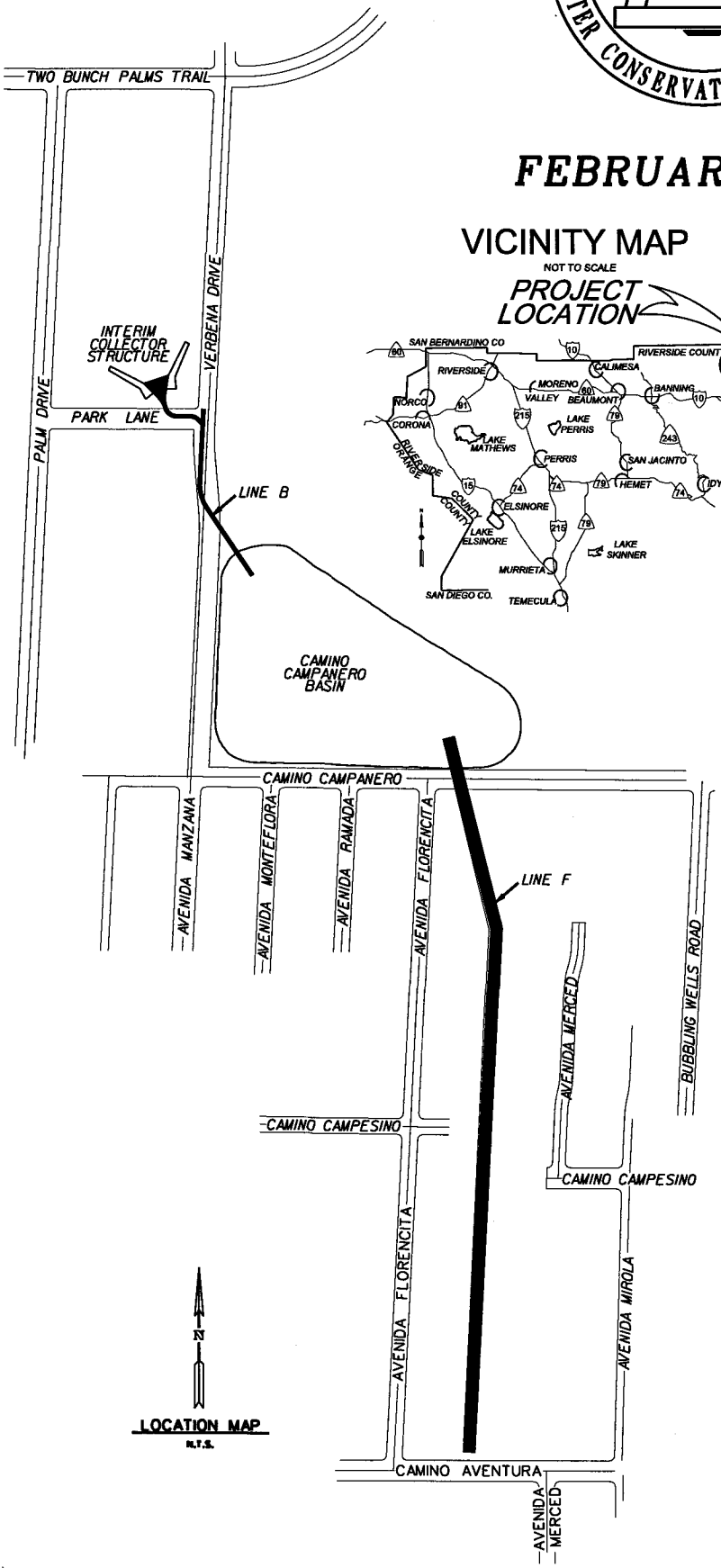
A map of the project depicting the project location and typical section is attached. Additional information may be obtained from Riverside County Flood Control and Water Conservation District, 1995 Market Street, Riverside, California 92501, 951.955.1200.

P8\126548

SECTION 18 PUBLIC HEARING MAP

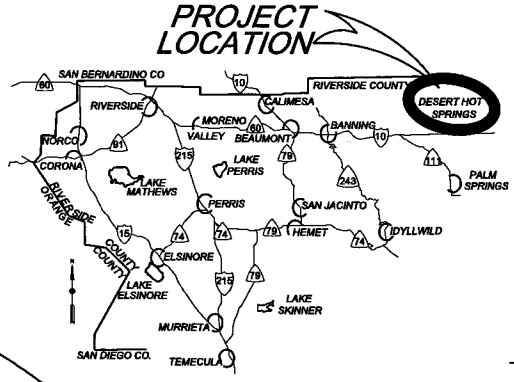
DESERT HOT SPRINGS MASTER DRAINAGE PLAN LINE B, STG. 1 LINE F, STG. 1 AND CAMINO CAMPANERO BASIN

FEBRUARY 2009



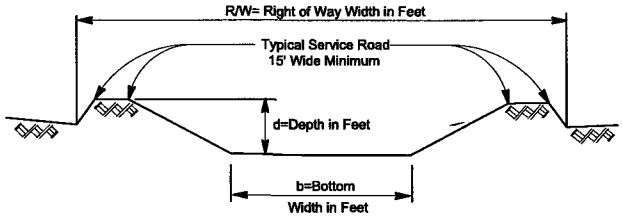
VICINITY MAP

NOT TO SCALE

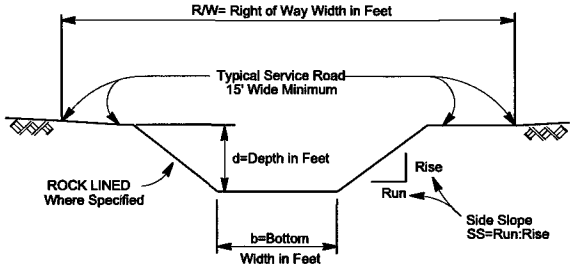


TYPICAL SECTIONS

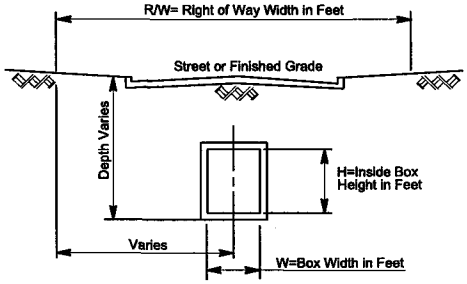
NOT TO SCALE



CAMINO CAMPANERO
DETENTION BASIN
EARTHEN



TRAPEZOIDAL CHANNEL
EARTHEN ROCK LINED
LINE F



REINFORCED CONCRETE BOX (RCB)
LINE B

617

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

FROM: Waste Management Department

SUBMITTAL DATE:
October 14, 2009

SUBJECT: Blythe Sanitary Landfill – Reduction of Saturday Operations

RECOMMENDED MOTION: That the Board of Supervisors authorize the Waste Management Department (Department) to reduce Saturday operations at the Blythe Landfill from the current every Saturday schedule to the first Saturday of each month, effective January 2, 2010.

BACKGROUND: The Blythe Landfill is currently open to the public Monday through Saturday from 8:00 a.m. to 4:00 p.m. During the last fiscal year (July 1, 2008 to June 30, 2009), the landfill received an average of 59 tons and 22 customers per day, Monday through Friday. During the same period, the site averaged less than 9 tons and 13 customers per day on the fifty-two (52) Saturdays that the site was open.

In order to operate the landfill safely on Saturdays, the landfill requires a minimum of three (3) pieces of heavy equipment and three (3) employees. To better utilize these resources during the weekdays (Monday through Friday), the Department recommends reducing Saturday operations from the current every Saturday schedule to the first Saturday of each month. If a landfill holiday falls on the first Saturday of the month, the site will not be open on that Saturday, and will resume the Saturday operation schedule in the following month. (Continued)

Hans W. Kernkamp, General Manager-Chief Engineer

FORM APPROVED COUNTY COUNSEL
BY: NEAL R. KIPNIS
DATE

Departmental Concurrence

FINANCIAL DATA				
	Current F.Y. Total Cost:	$ N/A	In Current Year Budget:	N/A
	Current F.Y. Net County Cost:	$ N/A	Budget Adjustment:	No
	Annual Net County Cost:	$ N/A	For Fiscal Year:	

SOURCE OF FUNDS: N/A

Positions To Be Deleted Per A-30	☐
Requires 4/5 Vote	☐

C.E.O. RECOMMENDATION:

APPROVE
BY: Alex Gann
Alex Gann

County Executive Office Signature

Dep't Recomm.:	Per Exec. Ofc.:
☐ Consent	☐ Consent
X Policy	☒ Policy

Prev. Agn. Ref.: | **District:** 4 | **Agenda Number:** 12.1

Other benefits realized by reducing Saturday operations include: improving the efficiency of the landfill operation and reducing the overall operational costs (an approximate $80,000 annual savings) without significantly compromising the level of service.

The Department has surveyed the primary hauler (Palo Verde Valley Disposal Services) and customers who typically use the Blythe Landfill on Saturdays to discuss the proposed change in operation schedule. The majority of customers were amenable to the landfill being open one Saturday per month.

If the Board approves the motion to reduce the Saturday schedule from being open every Saturday to being open only the first Saturday of each month, the Department will then post signs at the site and place notices in the local newspaper and on the 4th District website to inform all landfill users of the reduction in Saturday operations.

JLG:jlg

PD#79974-v5

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

30.1b

FROM: TLMA – Planning Department

SUBMITTAL DATE:
August 31, 2009

SUBJECT: GENERAL PLAN AMENDMENT NO. 1032 – Foundation-Regular – Applicant: Armstrong & Brooks Engineering – Engineer/Representative: Armstrong & Brooks Engineering - First Supervisorial District - Gavilan Hills Zoning District - Lake Mathews/Woodcrest Area Plan: Rural: Rural Residential (RUR-RR) (5 Acre Minimum Lot Size) – Location: northeasterly of Lake Mathews Drive, westerly of Winford Street, and southerly of Burwood Drive - 57.08 Gross Acres - Zoning: Residential Agriculture - 5 Acre Minimum Lot Size (R-A-5) and Residential Agriculture - 2 Acre Minimum Lot Size (R-A-2) - **REQUEST:** This General Plan Amendment proposes to amend the General Plan Foundation Component of the subject site from RURAL (RUR) to RURAL COMMUNITY (RC) and to amend the General Plan land use designation of the subject site from Rural Residential (RUR:RR) (5 acre minimum lot size) to Estate Density Residential (RC:EDR) (2 acre minimum lot size), and Very Low Density Residential (RC:VLDR) (1 acre minimum lot size) - APN(s): 289-130-006, 289-130-007

RECOMMENDED MOTION:

The Planning Director recommends that the Board of Supervisors adopt an order initiating proceedings for the above referenced general plan amendment as amended by staff from Rural: Rural Residential to Rural Community: Estate Density Residential as shown on Exhibit 7, based on the attached report. The initiation of proceedings by the Board of Supervisors for the amendment of the General Plan, or any element thereof, shall not imply any such amendment will be approved.

BACKGROUND:

The initiation of proceedings for any General Plan Amendment (GPA) requires the adoption of

Jerry Jolliffe, Deputy Director for,

Ron Goldman
Planning Director

RG:th

(CONTINUED ON ATTACHED PAGE)

REVIEWED BY EXECUTIVE OFFICE
DATE 9/3/09
Tina Grande
Departmental Concurrence

Dep't Recomm.: ☒ Policy ☐ Consent
Per Exec. Ofc.: ☒ Policy ☐ Consent

1:59

Prev. Agn. Ref. | **District:** First | **Agenda Number:** 15.1

Form 11p (Rev 03/28/06)

the submittal to the Board, comments on the application are requested from the Planning Commission, and the Planning Commission comments are included in the report to the Board. The Board will either approve or disapprove the initiation of proceedings for the GPA requested in the application. The consideration of the initiation of proceedings by the Planning Commission and the Board of Supervisors pursuant to this application does not require a noticed public hearing. However, the applicant was notified by mail of the time, date and place when the Planning Commission and the Board of Supervisors would consider this GPA initiation request.

If the Board of Supervisors adopts an order initiating proceedings pursuant to this application, the proposed amendment will thereafter be processed, heard and decided in accordance with all the procedures applicable to GPA applications, including noticed public hearings before the Planning Commission and Board of Supervisors. The adoption of an order initiating proceedings does not imply that any amendment will be approved. If the Board of Supervisors declines to adopt an order initiating proceedings, no further proceedings on this application will occur.

The Board of Supervisors established the procedures for initiation of GPA applications with the adoption of Ordinance No. 348.4573 (effective May 8, 2008), which amended Article II of that ordinance.

Y:\Advanced Planning\2008 FOUNDATION COMPONENT REVIEW\GPA Cases\GPA 1032\GPA 1032 BOS Package\GPA 1032 Form 11a.doc

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA 606B

FROM: TLMA – Planning Department

SUBMITTAL DATE:
October 6, 2009

SUBJECT: GENERAL PLAN AMENDMENT NO. 1078 – (Entitlement /Policy) - Applicant: Guy Ross – Engineer/Representative: Albert A Webb & Associates - Third Supervisorial District – Winchester Zoning Area – Harvest Valley/Winchester Area Plan: Community Development: Low Density Residential (CD:LDR) (1/2 Acre Minimum) – Policy Areas/Overlays: Highway 79 Policy Area and Winchester policy Area - Location: Westerly of State Highway 79/Winchester Road, northerly side of 9th Street, easterly of Washington Avenue, and southerly of Grand Avenue – 2.21 Gross Acres – Zoning: Manufacturing-Service Commercial (M-SC) - **REQUEST:** Proposal to amend the project site's existing General Plan Land Use designation from Community Development: Low Density Residential (CD:LDR) (1/2 Acre Minimum) to Community Development: Light Industrial (CD:LI) (0.25 – 0.60 Floor Area Ratio) - APN: 463-021-002 - Related Cases: GPA00716

RECOMMENDED MOTION:

The Planning Director recommends that the Board of Supervisors adopt an order initiating the above referenced general plan amendment based on the attached report. The initiation of proceedings by the Board of Supervisors for the amendment of the General Plan, or any element thereof, shall not imply any such amendment will be approved.

BACKGROUND:

The initiation of proceedings for any General Plan Amendment (GPA) requires the adoption of an order by the Board of Supervisors. The Planning Director is required to prepare a report and recommendation on every GPA application and submit it to the Board of Supervisors. Prior to the submittal to the Board, comments on the application are requested from the Planning Commission, and the Planning Commission comments are included in the report to the Board. The Board will either approve or disapprove the initiation of proceedings for the GPA requested in the application. The consideration of the initiation of proceedings by the Planning

Ron Goldman
Planning Director

RG:db
RM

(CONTINUED ON ATTACHED PAGE)

REVIEWED BY EXECUTIVE OFFICE
DATE 10/9/09
Tina Grande
Departmental Concurrence

Dep't Recomm.: ☒ Policy ☐ Consent
Per Exec. Ofc.: ☒ Policy ☐ Consent

Prev. Agn. Ref. | **District:** Third | **Agenda Number:** 15.2

Commission and the Board of Supervisors pursuant to this application does not require a noticed public hearing. However, the applicant was notified by mail of the time, date and place when the Planning Commission and the Board of Supervisors would consider this GPA initiation request.

If the Board of Supervisors adopts an order initiating proceedings pursuant to this application, the proposed amendment will thereafter be processed, heard and decided in accordance with all the procedures applicable to GPA applications, including noticed public hearings before the Planning Commission and Board of Supervisors. The adoption of an order initiating proceedings does not imply that any amendment will be approved. If the Board of Supervisors declines to adopt an order initiating proceedings, no further proceedings on this application will occur.

The Board of Supervisors established the procedures for initiation of GPA applications with the adoption of Ordinance No. 348.4573 (effective May 8, 2008), which amended Article II of that ordinance.

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

FROM: TLMA - Planning Department

SUBMITTAL DATE: September 3, 2009

SUBJECT: AGRICULTURAL PRESERVE CASE NO. 994 / CHANGE OF ZONE NO. 7611 / TENTATIVE PARCEL MAP NO. 35865 / PLOT PLAN NO. 23219 / ENVIRONMENTAL IMPACT REPORT NO. 515 – Intent to Tentatively Certify Environmental Impact Report – Applicant: Birtcher Developments, LLC – Second Supervisorial District – Prado-Mira Loma Zoning District – Eastvale Area Plan: Community Development: Light Industrial (CD:LI) (0.25-0.60 Floor Area Ratio) – Location: Northerly of 65th Street, southerly of the San Bernardino/Riverside County line, east of and adjacent to the Cucamonga Creek Flood Control Channel and west of and adjacent to Archibald Avenue – 53.37 Gross Acres (48.77 Net Acres) – 14 Industrial Parcels and four (4) Lettered Lots – Zoning: Heavy Agriculture - 10 Acre Minimum (A-2-10) – REQUEST: To change the zone on the site from A-2-10 to Industrial Park (I-P), allow a Schedule 'E' subdivision into 14 industrial parcels and four (4) lettered lots, implement development of 14 industrial buildings ranging between 12,638 square feet to 91,784 square feet for a total of 738,432 square feet, including 266,461 square feet of landscaping area, and 1,188 parking spaces. The proposal includes cancellation of the associated land conservation contract on 33.41 acres of the site and diminishment of the parcel from the affected agricultural preserve.

CONTROVERSIAL ISSUES: Truck Traffic/Truck Routes, Transportation/Circulation Concerns Relative to Public Safety, Air Quality, Land Use Compatibility.

RECOMMENDED MOTION:

THE COMPREHENSIVE AGRICULTURAL PRESERVE TECHNICAL ADVISORY COMMITTEE, BY A MAJORITY VOTE, RECOMMENDS TO THE BOARD OF SUPERVISORS:

Jerry Jolliffe, Deputy Planning Director for
Ron Goldman
Planning Director

RG:kb

(Continued On Attached Page)

Departmental Concurrence

REVIEWED BY EXECUTIVE OFFICE
DATE 9/9/09
Tina Grande

	Policy	Consent
Dep't Recomm.:	☒	☐
Per Exec. Ofc.:	☒	☐

Prev. Agn. Ref.	District: Second	Agenda Number:
		16.1

APPROVAL of **AGRICULTURAL PRESERVE CASE NO. 994,** to diminish Mira Loma Agricultural Preserve No. 10, Map No. 134, as amended, and cancel the associated land conservation contract in accordance with Agricultural Preserve Map No. 994.

The Planning Department recommended Approval; and,
THE PLANNING COMMISSION UNANIMOUSLY RECOMMENDS TO THE BOARD OF SUPERVISORS WITH MODIFICATIONS:

CERTIFICATION of **ENVIRONMENTAL IMPACT REPORT NO. 515,** which has been completed in compliance with the EIR Guidelines and the Riverside County Rules to Implement CEQA pending resolution adoption by the Board of Supervisors;

APPROVAL of **CHANGE OF ZONE NO. 7611,** from A-2-10 to I-P, in accordance with Exhibit No. 2 pending adoption of the final zoning ordinance by the Board of Supervisors;

APPROVAL of **TENTATIVE PARCEL MAP NO. 35865,** subject to the attached conditions of approval, and based upon the findings and conclusions incorporated in the staff report; and,

APPROVAL of **PLOT PLAN NO. 23219,** subject to the attached conditions of approval, and based upon the findings and conclusions incorporated in the staff report.

BACKGROUND:

Related to Change of Zone No. 7611, Tentative Parcel Map No. 35865 and Plot Plan No. 23219 is an application to diminish an agricultural preserve and to cancel the associated land conservation contract on a portion of the project site. The Comprehensive Agricultural Preserve Technical Advisory Committee (CAPTAC) considered this application on May 19, 2009.

Agricultural Preserve Case No. 994

Agricultural Preserve Case No. 994 is a request by Birtcher Developments, LLC, to diminish Mira Loma Agricultural Preserve No. 10, Map No. 134 and cancel the land conservation contract as it applies to 33.41 acres (gross) of the project site. This request is being processed in conjunction with Change of Zone No. 7611 (CZ 7611), Tentative Parcel Map No. 35865 (PM35865) and Plot Plan No. 23219 (PP23219). PM35865 and PP23219 are the applicant's proposed alternative land use of the site upon cancellation of the current land conservation contract. PM35865 will subdivide the contracted and non-contracted portions of the project site into 14 industrial parcels and four (4) lettered lots (for internal roads and external road right-of-way) to allow development of 14 industrial buildings ranging between 12,638 square feet to 91,784 square feet for a total of 738,432

square feet, including 266,461 square feet of landscaping area, and 1,188 parking spaces.

CAPTAC met on May 19, 2009 and recommended APPROVAL of the proposed cancellation based on the findings contained in the attached CAPTAC report. Pursuant to Government Code Section 51284.1, a copy of the complete application for tentative cancellation was submitted to the State Department of Conservation for a mandatory 30-day review and comments. To-date, no comments have been received from the State.

The Planning Department is recommending APPROVAL of the diminishment of Mira Loma Agricultural Preserve No. 10, Map No. 134, as depicted on Map No. 994, based on the findings and conclusions incorporated in the staff report.

Should the Board of Supervisors authorize tentative approval of the proposed cancellation, the applicant would be required to comply with the following conditions prior to issuance of a Certificate of Final Cancellation as outlined in Government Code Section 51283.4:

1. The cancellation fee of $960,500.00 shall be paid; and

2. All conditions necessary for the County to issue grading permits for Parcel Map No. 35865 and Plot Plan No. 23219 (Assessor's Parcel No. 144-010-033-2, 144-010-037-6, 144-010-038-7) shall have been met.

When all conditions and contingencies enumerated in the Certificate of Tentative Cancellation have been satisfied, the landowner shall notify the Board of Supervisors. Within 30 days of receipt of such notice, and upon determination that the conditions and contingencies have been satisfied, the Board of Supervisors shall cause to be executed and recorded a Certificate of Final Cancellation.

FINDINGS:

1. The 33.41-acre (gross) portion of the project site subject to contract is comprised of two (2) parcels which are located northerly of 65th Street, southerly of the San Bernardino/Riverside County line, east of and adjacent to the Cucamonga Creek Flood Control Channel and west of and adjacent to Archibald Avenue in the Eastvale Area Plan of western Riverside County.

2. Diminishment of Mira Loma Agricultural Preserve No. 10, Map No. 134, includes the portion of the project site subject to contract as referenced above and an adjacent 19.98-acre parcel (Assessor's Parcel No. 144-010-033-2) which is no longer under contract or located within the boundaries of the affected agricultural preserve.

3. The project site currently supports no livestock and existing structures associated with previous agricultural uses are being dismantled for removal.

4. The Riverside County Geographic Information System indicates that approximately 30.7 acres of the project site is considered Prime Farmland and approximately 21.6 acres of the project site is considered Farmland of Local Importance.

5. Only one (1) contract applies to the subject parcels. Corporation of the President of the East Los Angeles Stake of the Church of Jesus Christ of Latter Day Saints, a corporation sole, entered into a land conservation contract with the County of Riverside for land within Mira Loma Agricultural Preserve No. 10 (Assessor's Parcel No. 134-020-009, 134-020-029 and 134-020-031). This contract is dated January 1, 1971 and was recorded on February 24, 1971 as Instrument No. 18235.

6. A notice of non-renewal was filed for these three (3) parcels on May 27, 2003 and was recorded by the Riverside County Clerk and Recorder on August 8, 2003 as Instrument No. 2003-604286. Pursuant to the notice of non-renewal, the land conservation contract will expire on January 1, 2013.

7. The landowner has applied for CZ 7611, PM35865 and PP23219 as the alternative use on the 53.37-acre (gross) project site which includes the two (2) parcels subject to this cancellation, as required by the cancellation procedures for a land conservation contract. PM35865 will subdivide the project site into 14 industrial parcels and four (4) lettered lots to allow development of 14 industrial buildings ranging between 12,638 square feet to 91,784 square feet for a total of 738,432 square feet, including 266,461 square feet of landscaping area, and 1,188 parking spaces.

8. The proposed alternative use is consistent with the Riverside County General Plan, adopted on October 7, 2003. Upon approval of Change of Zone No. 6848, the proposed alternative use will be consistent with the proposed zoning.

9. The project site is located just south and east of the San Bernardino/Riverside County line in an area that is in the process of converting from agricultural uses. Parcels immediately to the north, south, east and west remain in agricultural use but are designated Community Development: Light Industrial (CD:LI) and zoned A-2-10. Land uses further to the north, south, east and west are primarily single-family residential and are zoned One-Family Dwelling (R-1), Planned Residential (R-4), Specific Plan (SP), General Commercial (C-1/C-P) and Manufacturing – Service Commercial.

10. Development of the contracted land will result in a more contiguous pattern of urban development than the non-contracted lands which may remain in the vicinity.

11. The cancellation fee was determined b y the Riverside County Assessor's Office to be $960,500.00.

CONCLUSION:

1. The cancellation is for land on which a notice of non-renewal has been served.

2. The cancellation will not result in the removal of adjacent lands from agricultural use. The project site is contiguous to residential development south, east and west and parcels located immediately adjacent to the subject parcels are now either no longer under contract, not within an agricultural preserve, or are in the process of petitioning for a cancellation of the affected land conservation contract. The pattern of urban development occurs in an east to west direction, continuing to the Riverside County line. The cities of Chino, Chino Hills and Ontario are located adjacent to the County's western and northern boundaries and are experiencing similar urban growth.

3. The cancellation is for an alternative use, which is consistent with the applicable provisions of the County General Plan. The General Plan Land Use designation for the subject parcels is Community Development: Light Industrial (CD:LI) (0.25-0.60 Floor Area Ratio) and, upon approval of CZ 7611, the proposed alternative use will be consistent with the proposed zoning.

4. The cancellation will not result in discontiguous patterns of urban development as residential tracts have been developed and/or urban entitlements are being processed to the north, south, east and west of the project site. As a result of these approved and/or pending developments, the proposed cancellation will not result in discontiguous patterns of urban development.

5. Development of the contracted land would provide more contiguous patterns of urban development than development of proximate non-contracted land by connecting existing urban development to the south and east with existing development to the north and west.

RESERVED

For

Pending Agenda Item

Title only available at this time

RESERVED

For

Pending Agenda Item

Title only available at this time

RESERVED

For

Pending Agenda Item

Title only available at this time